

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1   16	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 08-Sep-2005		4. REQUISITION/PURCHASE REQ. NO. W16ROE-5187-5657		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE USA ENGINEER DISTRICT, NEW YORK ATTN:CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278		7. ADMINISTERED BY (If other than item 6) CODE <b>See Item 6</b>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO. W912DS-05-B-0018			
				9B. DATED (SEE ITEM 11) 18-Aug-2005			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to:  1) Incorporate changes to the Specifications 2) Correct Bid schedule measurement for CLIN items 0008, 0009, and 0010. 3) Provide Government response to questions regarding the solicitation for information purposes only.  The bid opening date is changed to 19 September 2005, 2:00 PM local time.  Note: Bidders must acknowledge receipt of this amendment by the date specified in the solicitation (or as amended) by one of the following methods: In the space provided on the SF1442, by separate letter, or by telegram, or by signing the block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OF BIDS OR LATE WITHDRAWAL OF BIDS (FAR 14.304).  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		08-Sep-2005	

**SUMMARY OF CHANGES****SECTION SF 30 - BLOCK 14 CONTINUATION PAGE**

The following have been added by full text:

AMENDMENT 0001

**W912DS-05-B-0018**

**Amendment No. 1**

Bid opening date is changed to 19 September 2005 at 2:00 P.M.

The following changes shall be made to the specifications and plans.

**1) SPECIFICATIONS:**

- Section 00010: Typo; Replace cycles with CY (cubic yards).
- Replace Section 00800 with the revised text only, project signs are ok.
- Section 00901: add the attached figure 2 to this section.
- Section 01330: Replace the attached Submittal Register.
- Section 01561: paragraph 1.2 page 1 "AC=ACRES".
- Section 0 1570: paragraph 1.4 page 2 delete third sentence " In areas where...".
- Section 0 2310: paragraph 1.2 page 1 second sentence delete "min-of 6".
- Replace Section 02227 with the attached revised.
- Replace Section 02911 with the attached revised.
- Replace Section 02915 with the attached revised.

THE FOLLOWING QUESTIONS AND ANSWERS ARE PROVIDED FOR INFORMATION ONLY. NOTHING CONTAINED BELOW AMENDS OR REVISES ANY PROVISION OF THE SOLICITATION.

**-Contractor Questions and Government Answers**

The New York District has received questions about the contract.

**1-Q:** Section 02310, Excavation, Part 1.2, please confirm that final excavation depth is six inches below final grade elevation. Also confirm that no post excavation samples are required to ensure that the extent of any known contamination in the wetland area has been completely removed. Also under Part 3.2, it states that excavations in a natural area are to be conducted to the required depth as shown on the drawings. Please identify which drawing(s) identify required excavation depth. Also this part states that no further work can be done once required excavation depth is met until after inspection by the Contract Officer. Can the contractor assume that this inspection will occur immediately after excavation is completed and an answer given to continue work by the end of that day or at the beginning of the next workday? Also is the inspection after the entire area is excavated to required depth or after some other milestone?

**Response:** No post excavation sampling is required in the berm area. The berm area is only being excavated to a depth so that two feet of clean fill will cap the berm area. Final excavation is shown on

drawing CC-MED-07, which is the final grade elevation. An amendment will confirm this in the specifications.

**2-Q:** For the disposal of material to the ENCAP facility, is an acceptable use determination (AUD) permit required from NJDEP? If so, has the NY Corps obtained this permit or is it the responsibility of the contractor? Also if an AUD permit is required to be prepared by the contractor has all the necessary sampling/analysis been completed and available to the contractor?

**Response:** USACE has not obtained an NJDEP Acceptable Use Determination (AUD) permit. It is the contractor responsibility to get all required permits for soil disposal, including AUD permit. USACE and the Port Authority have collected samples and all data is available to the contractor. This section was revised in this amendment.

**3-Q:** A review of the ENCAP facility's disposal acceptance criteria indicates that the soil brought to the facility must meet certain structural fill criteria. Has the NY Corps run the necessary treatability studies on the soil to identify what additives and in what percentages need to be added to the soil in order for the soil to be accepted at the ENCAP facility. This information is required in order to provide a proper price for bid item 0009.

**Response:** USACE has not done any suitability studies of the material for placement at ENCAP. ENCAP was listed as a potential disposal facility. Prior to the start of construction, the contractor shall be responsible for the identification of a suitable disposal facility or processing and treatment facility, which can accept the materials to be excavated from the project area. This section was revised in this amendment.

**4-Q:** Section 01560, Temporary Sheetting, Part 1.1, states that sheetting is required for the construction/removal of temporary access ramps as shown on the plans. Please identify on which drawing(s) the sheetting and access ramps are shown.

**Response:** Access ramps are shown on Drawing CC-MED-07 as the Stabilized Construction Entrance. Access ramps to the marsh area are at the contractors discretion. Temporary sheetting may be needed for these access ramps where the contractor determines them to be.

**5-Q:** Section 01570, Access Path, Part 1.3, states that a temporary wood deck will be installed across the existing marsh plain as shown on the drawings. Please identify which drawing(s) the temporary wood deck is shown on. Also is the wood deck to be made from the wetland mats described in Section 02321? If not please identify where the details for construction of the wood deck are to be found.

**Response:** The access path is to be determined by the contractor and was not specified on the contract drawings. Wetland mats are to be used for this purpose.

**6-Q:** For drawing CC-MED-03, please confirm that the excavation of the berm takes place prior to excavation of the remaining wetland area.

**Response:** Drawing CC-MED-03 is the Construction Plan not the Excavation Plan. The Excavation of the berm is to take place after the excavation of the remaining site. The berm will act as a buffer to the tide and keep the site relatively dry for working conditions (as described in the Construction Phasing Notes).

**7-Q:** Please confirm that the unit identified in bid items 0008, 0009 and

0010 as cycles is really cubic yards.

**Response:** As shown in the Bid schedule CY is cubic yards. The measure of Cycles is a Typo.

**8-Q:** Section 02915, Wetland Plant Material, Part 3.1.1, states that wetland plants are to be planted between April 15th and June 15th. Since this site is a salt marsh, which is wet every day due to the tidal cycle, can this planting time frame be extended into the summer months, if necessary?

Also in this section, Part 3.1.3, states that wetland plants shall be planted in existing substrate or clean sand fill as indicated on the drawings. Please identify which drawing identify areas where sand fill is required and to what depth prior to planting.

**Response:** The planting season cannot be extended. Sand fill was shown on drawing CC-MED-06, Select Fill Placement, Berm Area Only.

**9-Q:** Section 02231, Clearing Existing Vegetation and Debris, Part 1.2, states this task will be paid under payment item 0007 and besides organic materials is to also include disposal of tires and other wrack debris. Does the NY Corps have any estimate of the number of tires and the volume of wrack debris that is to be removed and disposed so the contractor can provide a proper lump sum price for this bid item?

**Response:** The NY Corps does not have an estimate. It was assumed the contractor would visit the site prior to bidding. Debris changes daily.

**10-Q:** Can you provide additional subsurface soil characterization information for non-berm areas, especially in top 3 feet - for example, depth of root mat?

**Response:** No additional sub-surface soil characterization is available at this time.

**11-Q:** Section 01570, Access Path, Item 1.4 Dike Access Path---This item indicates the contractor is to build a 10 foot wide path across the length of the existing dike/berm as shown on the drawings. The path is to have filter fabric covered by 6 inches of clean material. Please identify where this path and its detail is provided on the drawings.

**Response:** The access path is shown on Drawing CC-MED-03, Construction Plan and subsequent drawings after that. The detail is shown on drawing CC-MED-12 as the stabilized construction entrance. The path along the berm will be identified by the contractor. The berm is shown on the Existing Conditions Plan.

**12-Q** In addition, this item states that at points where the contractor crosses ditch inlets, 18-inch diameter pipes are to be installed as shown on the drawings. The detail for temporary channel crossing shown on Drawing 13 of 13 does not show pipes but a stone bedding within filter fabric to allow water flow. Is the detail on drawing 13 of 13 correct or does it need to be modified to show pipe installation?

**Response:** -The detail is correct and this will be reflected in this amendment in the specifications. This section was revised in this amendment.

**13-Q** Finally, the Payment Schedule for Section 01570, states that removal of the existing dike material will be paid under the item, "Unclassified Excavation in a Natural Area", except that no extra payment will be made for borrowed material used to make the dike access path. There is no pay item called unclassified excavation in a natural area, please explain. Also can the stone used to build the access path on top of the dike be left on site? If not, under what payment item should disposal of this stone be placed?

**Response:** - This pay item is under Bid Item 0009, specification 02310. The stone cannot remain on site. All materials must be removed by the contractor.

REVISED BID SCHEDULE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		
	MOBILIZATION AND DEMOBILIZATION				
	FFP				
	Medwick Park, NJ Mitigation Contract				
	PURCHASE REQUEST NUMBER: W16ROE-5187-5657				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		
	MAINTENANCE AND PROTECTION OF TRAFFIC				
	FFP				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		400	Square Foot		
	TEMPORARY SHEETING				
	FFP				
	Quantity Estimated				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	WATERFOWL BARRIER FFP Quantity Estimated	13	Acre		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	ACCESS PATH FFP	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	SITE CLEARING FFP Quantity Estimated	61,000	Square Foot		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	CLEARING EXISTING VEGETATION FFP AND DEBRIS (13 acres)	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	EXCAVATION AND DISPOSAL OF FFP THE BERM NON-HAZARDOUS AREA Plus 2.0 Feet Quantity Estimated	6,300	Cubic Yards		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	EXCAVATION AND DISPOSAL OF SOIL FFP Quantity Estimated	23,000	Cubic Yards		

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NET AMT

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	SELECT FILL FFP Quantity Estimated	4,200	Cubic Yards		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	SILT FENCE FFP Quantity Estimated	4,000	Linear Foot		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	FLOATING TURBIDITY BARRIER FFP Quantity Estimated	2,700	Linear Foot		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	WETLAND MATS FFP Quantity Estimated	50	Square Yard		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	FILTER FABRIC / GEOTEXTILE FFP Quantity Estimated	49,000	Square Yard		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	ANTI-TRACKING PAD FFP Quantity Estimated	1,300	Square Foot		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	RESTORATION OF STREET PAVEMENT FFP Quantity Estimated	125	Square Yard		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	BEDDING MATERIAL "BROKEN STONE" FFP Quantity Estimated	30	Cubic Yard		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	CONSTRUCTION FENCE FFP Quantity Estimated	1,400	Linear Foot		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	WETLAND PLANT MATERIAL FFP SPARTINA ALTERNIFLORA POT Quantity Estimated	265,600	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	INSTALL PLANTING AT ADJACENT SUPRA TIDAL FFP SPARTINA PATENS Quantity Estimated	2,400	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	INSTALL PLANTING AT ADJACENT SUPRA TIDAL FFP TO UPLAND JUNCUS GERARDII Quantity Estimated	250	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	INSTALL PLANTING AT ADJACENT SUPRA TIDAL FFP TO UPLAND DISTICHLIS SPICATA Quantity Estimated	500	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	INSTALL PLANTING AT ADJACENT SUPRA TIDAL FFP IVA FRUTESCENS Quantity Estimated	1,250	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	INSTALL PLANTING AT ADJACENT SUPRA TIDAL FFP TO UPLAND BACCHARIS HALIMFOLOA Quantity Estimated	30	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	INSTALL PLANTING AT ADJACENT UPLAND FFP PRUNUS MARITIMA Quantity Estimated	100	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	INSTALL PLANTING AT ADJACENT UPLAND FFP MYRICA PENSYLVANICA Quantity Estimated	100	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	INSTALL PLANTING AT ADJACENT UPLAND FFP RHUS COPALLINA Quantity Estimated	100	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	STEEL SUPPORT POST FOR INTERPRETIVE SIGN FFP	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	OBSERVATION DECK FFP	1	Lump Sum		

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NET AMT

FOB: Destination

TOTAL BASE BID  
**TOTAL BASE BID PRICE SCHEDULE: \$** \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030 OPTION	ADDITIONAL COST FOR OPTIONAL FFP INSURANCE (amount is the maximum that can be reimbursed, only actual expenses will be reimbursed.)	1	Lump Sum		

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NET AMT

FOB: Destination

TOTAL BASE BID PLUS OPTION  
**TOTAL BASE BID PLUS OPTIONAL ITEM: \$** \_\_\_\_\_

SECTION 00010 - SOLICITATION CONTRACT FORM

CLIN 0008

The unit of issue has changed from Cycles to Cubic Yard.

CLIN 0009

The unit of issue has changed from Cycles to Cubic Yard.

CLIN 0010

The unit of issue has changed from Cycles to Cubic Yard.

(End of Summary of Changes)



## **SECTION 00800**

### **SPECIAL CONTRACT REQUIREMENTS**

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## SECTION 00800

### SPECIAL CONTRACT REQUIREMENTS

#### 1.COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. The Contractor shall be required to (i) commence work under this contract within 5 calendar days after the date the Contractor receives the Notice to Proceed, (ii) prosecute the work diligently, and (iii) complete work in the ready for use, not later than **265** calendar days after the date the Contractor receives the notice to proceed. **Planting window shall be limited to April 15 to June 15 and September 15 to October 30.** The time stated for completion shall include final cleanup of the premises. The Contractor shall submit a written Accident Prevention Plan for review and approval within fifteen (15) calendar days after the award of contract. The completion shall include final cleanup of the premises including project site and field office area.

b. Location: The site of work is located at: Joseph Medwick Park, Carteret, NJ on the Rahway River.

c. The Contractor shall furnish all labor, materials, equipment and services (except those furnished by the Government) for the following work:

d. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction, and instructions. (DoD FAR Supplement 52.236-7014)

The scope of the work includes: the removal of existing phragmites, removal of wrack and debris, removal and disposal of soils and regrading of the marsh surface to achieve elevations that are more favorable to the growth of desirable species (such as various *Spartina Alterniflora*), limited placement of clean soil and replanting of native wetland species. It will be imperative that while working in the sites that the plant preservation areas be avoided. Joseph Medwick Park consists of approximately 14 acres of grading and replanting and the removal soil/sand material.

e. Magnitude of Construction Project: The estimated value of the proposed work is between **\$1 Million and \$5 Million.**

#### f. ADDITIONAL CONTRACTOR REQUIREMENTS

All references will be contacted and the government will be conducting an extensive pre-award survey during the pre-award period.

1-The successful bidder must have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them. One factor the government will use in determining whether the apparent low bidder meets this requirement is whether it has successful use the following specialized field equipment for a minimum of three marsh restoration projects:

- marsh excavator
- marsh mats

The contractor shall provide within three (3) days of bid opening 5 copies of all references and contacts for a minimum three (3) similar projects completed within the last five years with a minimum value of \$3,000,000 each demonstrating the experience indicated below:

### **2-Supervisor (Wetland Environmental Specialist)**

The Contractor shall employ a supervisor (Wetland Environmental Specialist), for QA/QC purposes, with a background in plant and soils sciences who has provided construction oversight for a minimum of three wetland restoration/creation projects that are greater than or equal to 5 acres in size, with the following complexities:

- tidal creek crossings
- unconsolidated substrate and highly organic soils
- variable salinity regimes
- invasive plants,
- herbivory

### **3- Project Manager**

The Contractor shall employ a **Project Manager** with a minimum of 5 years of experience in the design, preparation of plans and specifications, and construction oversight of a minimum of three tidal marsh restoration or creation projects, 5 acres in size or larger, with the following complexities:

- tidal creek crossings,
- unconsolidated substrate and highly organic soils

Information to be provided to include:

- the project title, -project location,
- body of water in which the project is located, -owner,
- point of contact with current phone number, fax number, e-mail address (if available), and street address.
- Also indicate for each project the initial contract amount, initial contract completion date, contract value at completion, and final completion date.
- Projects shall be of a relevant size, scope and complexity to this Project. Comments relating to the projects may be provided.

## **2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)**

a. If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$1,285 for each day of delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.212-5)

d. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the Contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$100 per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later.

### **3. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (1984 APR) (FAR 52.222-28)**

Notwithstanding the clause of this contract entitled "Subcontracts" the Contractor shall enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award. (FAR 52.222-28)

### **4. PERFORMANCE OF WORK BY THE CONTRACTOR (1984 APR)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

### **5. CERTIFICATES OF COMPLIANCE**

Any Certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 4 copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements. (ECI 7- 670.3)

### **6. IMPLEMENTING GUARANTEES**

At any time subsequent to the acceptance by the Government of a completed installation or project site under this contract, which installation or project site is required to be covered by a specific guarantee under the terms of the various sections in the TECHNICAL PROVISIONS, the contracting officer will be an authorized party for the purpose of implementing the provisions of such guarantees in behalf of the Government.

### **7. BID GUARANTEE**

See Bid Guarantee Clause of Section 00700, CONTRACT CLAUSES.

### **8. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS**

See contract clause entitled CONTRACTOR DRAWINGS, MAPS AND SPECIFICATIONS in Section 00700 CONTRACT CLAUSES. For a listing of Contract Drawings refer to the "General Plan and Index to Drawings" on the cover sheet drawing.

## **9. RECORD DRAWINGS (R.6-01)**

a. General: The Contractor shall maintain as-built drawings during the construction period and shall submit final record drawings at the completion of individual facilities. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) files consisting of compact (computer) disks or magnetic media of the drawing files in the appropriate CAD format (i.e. "Microstation", "Autocad", etc.) for the project. The Contractor is required to make prints or mylars from the CAD files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by CAD methods. Scanned drawings will not be acceptable. If the Government cannot provide CAD files for the project drawings, mylar (reproducible) drawings will be provided. The contractor shall then be required to comply with all requirements indicated herein by the use of hand drafting.

b. Progress As-built Prints: During construction the Contractor is responsible for maintaining up to date one set of paper prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accordingly and neatly recorded as they occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Progress as-builts shall show the following information, but not limited thereto:

(1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features. Average depth below surface shall also be indicated.

(2) The location and dimensions of any changes with the building and structure.

(3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.

(4) Correct elevations if changes were made in site grading

(5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

(6) The topography and grades of all drainage installed or affected as part of the project construction.

(7) All changes, which result from contract modifications.

(8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

(9) Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler and irrigation systems.

(10) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

c. Hand Drafting: If mylars only are provided to the Contractor, they shall be updated using hand drafting. Only personnel proficient in the preparation of engineering drawings to standards satisfactory and acceptable to the Government shall be employed to modify the mylar reproduction drawings or prepare additional new drawings. All additions and corrections to the contract drawings shall be neat, clean and legible, and shall match the adjacent line work and/or lettering being annotated in type, density, size and style. All drafting work shall be done using the same medium (pencil, plastic lead or ink) that was employed on the original contract drawings and with graphic lead on paper base material. The title block to be used for any new as-built drawings shall be similar to that used on the original contract drawings.

d. Protection of Records: The Contractor shall be responsible for the protection and safety of mylars and CAD record until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

e. 50% As-Built Update: At the 50% point in construction of this project (as determined by progress payments) the Contractor will update the CAD files of the project drawings in the appropriate CAD program to show as-built conditions as above, and submit an updated computer disk and one set of prints to the Contracting Officer for approval. If mylars only are provided to the Contractor, they shall be updated at this stage using hand-drafting as specified herein, and the Contractor shall submit one set of prints to the Contracting Officer for approval. Any required corrections shall be made by the Contractor before payment will be approved for this item. The Contractor must use the updated CAD record or mylar drawings to produce required prints.

f. Preliminary Record Drawing Submittal: At least thirty calendar (30) days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. They shall be printed from the CAD files updated in the appropriate CAD program, or from updated mylars if mylars only were provided to the Contractor. Within ten days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. Contractor shall correct and resubmit within 5 days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor shall prepare final record drawings.

g. Record Drawing Submission: In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the revision block. All prints and mylars must be reproduced from the updated CAD files. If mylars only were provided to the Contractor, they shall be hand-lettered or stamped as indicated above, and revisions shown in revision block. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer:

- Three (3) CD's (ROM) of CAD files of Record Drawings.
- One (1) set of Mylar Record Drawings
- One (1) copy of prints of Record Drawings.

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and shall be cause for withholding any payment due the Contractor under this contract..

h. Property: All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

i. Payment: No separate payment will be made for the as-built and record drawings or updating of CAD files required under this contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

## **10. PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN HQ USACE)**

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be SF 1421, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DoD contracting offices for their future use in determining Contractor responsibility, in compliance with DFARS 36.201(c)(1).

## **11. PHYSICAL DATA**

Information and data furnished or referred to below are not intended representations or warranties but are furnished for information only. It is expressly understood that the Government will not be responsible for any deduction, interpretation, or conclusion drawn therefrom by the Contractor: (FAR 52.236-4) (APR 1984).

a. Weather Conditions: Climatological data determined from records of the U.S. Weather Service Bureau at Newark Liberty Airport, N.J.:

Mean Annual Temperature: 54.1 degrees F

Mean Annual Precipitation: 43.0 inches

The tide range in the area is around 5.2 ft

See paragraph entitled TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

b. Transportation Facilities:

(1) Highways and Roads: NJ Turnpike serves the locality of the proposed work. Roads within the work area proposed to be used by the Contractor, shall be subject to prior approval of the Contracting Officer and such roads, if used, shall be maintained throughout construction and shall be restored to as good condition as existed prior to their use. The Contractor shall also construct such temporary haul roads and bridges as may be necessary for the conduct of his work. Any such temporary construction shall be restored to its original condition.

All costs for the use of existing transportation facilities, and for maintenance, repair, removal and restoration of these facilities shall be borne by the Contractor.

## **12. PRICING OF ADJUSTMENTS**

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and DFARS 52.215-7000 (APR 1985) as follows: In determining whether a pricing adjustment is expected to exceed \$100,000, the term "pricing adjustment" shall mean "the aggregate increases and /or decreases in cost plus applicable profits."

## **13. PAYMENT FOR MATERIALS DELIVERED OFF-SITE**

Pursuant to the Contract Clauses in this contract titled "Payments Under Fixed-Price Construction Contracts", materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the Contract Clauses are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the technical provisions; those materials which have been fabricated to the point where they are identifiable to an item of work required under this contract. Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the items in the prime contractor and including the value of materials and labor incorporated into the item. (EFARS 52.2/9102E)

## **14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (EFARS 52.2/9108 (f))**

a. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractors at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region 1. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiation shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

(\* This manual can be ordered from the Government Printing office by calling telephone number (202) 783-3238. There is a charge for the manual.)

b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an



established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

## **15. ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows:

Add the following sentence to paragraph "g" of basic contract clause, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (1984 APR):

"Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted." Alt.1 (APR 1984)(FAR 52.236-21)

## **16. AVAILABILITY AND USE OF UTILITY SERVICES AND PERMITS (APR 1984)**

a. The Contractor shall, at its expense and in a workman-like manner satisfactory to the Contracting Officer, install and maintain all necessary temporary connections and distribution lines, and all meters where required. The Contractor shall furnish to the Contracting Officer a complete system layout drawing showing type of materials to be used and method of installation for all temporary electrical systems. Telephone service is the responsibility of the Contractor. The Contractor shall maintain all temporary lines in a workman-like manner satisfactory to the Contracting Officer. Before final acceptance of the work by the Government, the Contractor shall remove all temporary connections, distribution lines, meters and associated paraphernalia. 9FAR 52.235-14)

b. Utility Service Interruptions. The Contractor shall submit written notification not less than 15 calendar days in advance of each interruption of each utility and communication service to or within existing buildings and facilities being used by others. No single outage will exceed 4 hours unless approved in writing. The time and duration of all outages will be coordinated with the Using Agency by the Contracting Officer Representative. All outages or interruptions shall be scheduled during weekends, unless specifically approved by the Contracting Office's Representative.

c. Digging Permits and Road Closings. No excavation whether minor or major including trenching, sidewalk Replacement, etc. will be permitted without an approved digging permit. No road closure will be permitted without an approved permit. The Contractor shall allow 14 calendar days from date of written application to receive permission to dig and to close roads. Contractor will ascertain the name of the individual to submit the application from Government representative. Contractor shall carefully avoid contact or damage with any known or identified underground utilities. Roads shall only be closed one lane at a time, and vehicular traffic shall be allowed to pass through the construction area. Work on or near roadways shall be flagged in accordance with the safety requirements in Safety and Health Requirements Manual EM 385-1-1, which forms a part of these specifications. Work located along the alert force route shall not cause blockage, and the Contractor shall maintain unobstructed access for alert

force traffic at all times. Contractor shall apply for renewal of work permits as required if the work continues beyond the original permit expiration date.

d. Metal Burning and Welding and Access to Confined Spaces. Permits for such work shall be obtained in advance as required by the operator of the facility. Contractor shall coordinate through Government Representative or Contracting Officer for such permits.

## **17. CONSTRUCTION PROJECT SIGNS**

The Contractor shall construct five (5) signs; four for project identification and the other to show on-the-job safety performance.

a. These signs will be placed at the Contracting Officer's direction within 15 calendar days after the Contractor receives the initial Notice to Proceed.

b. Exact placement location will be designated by the Contracting Officer.

c. Panels are fabricated using HDO (High Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces are non-reflective vinyl.

d. All legends are to be die-cut or computer-cut in the sizes and type-faces specified and applied to the white panel background following the graphic formats shown on the attached sheets. The Communications Red panel on the left side of the construction project sign with Corps signature (reverse version) is screen printed onto the white background.

e. Samples of the signs are included at the end of this section. The project names on the sample signs are only provided to illustrate format. The actual signs will include the name of this project. The precise wording shall be provided by the Contracting Officer's Representative.

f. No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the project site.

## **18. LABOR SURPLUS AREA EXPENDITURE REQUIREMENTS (JUL 1978)**

a. The site of the construction work is located in an area determined by the Secretary of Labor to be a Labor surplus Area. Accordingly the Contractor hereby agrees to perform a substantial portion of the contract work in this or in any other labor surplus area. "Substantial portion" means the aggregate costs that will be incurred by the Contractor and his first-tier subcontractors and suppliers, on account of manufacturing, production, or services performed in this or any labor surplus area, and the costs that will be incurred by second-tier and lower-tier subcontractors on the construction site will exceed fifty percent (50%) of the price of this contract.

b. Upon request, the Contractor shall furnish to the Contracting Officer data to substantiate that this obligation is satisfied.

c. The Contracting Officer will furnish upon request a list of labor surplus areas.

## 19. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. This provision specifies the procedure for determination of time extension for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

Station Location: Military Ocean Terminal, Bayonne, N.J.

### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(8)	(7)	(10)	(7)	(8)	(5)	(6)	(6)	(4)	(5)	(6)	(6)

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2 above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)". (ER 415-1-5) (31 Oct 89)

## 20. SCHEDULING AND DETERMINATION OF PROGRESS

Pursuant to the contract clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, the Contractor shall prepare and submit for approval a practicable project schedule. The type of schedule and detailed requirements as well as timing of this submittal shall be as specified in specification section 'PROJECT SCHEDULE'.

This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, Contractor shall submit a modified schedule for approval by the Contracting Officer.

The terms of Contract Clause, SCHEDULING FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestones dates on the approved project schedule, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met.

Neither on the project schedule as originally submitted nor on any updated periodic schedules which the Contractor is required to prepare and submit, shall be actual progress to be entered include or reflect any materials which even though on the site, are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clause, PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. The making of such an allowance will be contingent upon a determination by the Contracting Officer that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

## **21. IDENTIFICATION OF EMPLOYEES**

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employees. When required by the Contracting Officer, the Contractor shall obtain and submit finger-prints of all persons employed or to be employed on the project. (DOD FAR Supplement 52.236-7007)

## **22. FIELD OFFICE AND FACILITIES**

1. The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. The Contractor shall provide an office trailer to be located in an area designated by the Contracting Officer. This trailer shall measure at least 300 sq ft and shall be for the purposes of accommodating the Contractor's superintendent, meetings, and the USACE's representative. The Contractor shall remove the temporary field office at job completion.

2. a. Vehicles: The contractor shall provide and maintain one (1) new vehicle or equivalent less than one year old subject to the approval of the Contracting Officer Representative exclusively for use by Government representatives. The Contractor shall provide all fuel, maintenance, weekly interior and exterior cleaning, toll passes, insurance and repairs for the vehicles until the contract completion date without restriction.

\* One vehicle shall be at 7 passengers, Suburban or Expedition model or equal with power windows, AM/FM Stereo, air conditioning and 4x4 automatic transmission.

\* Products of other manufacturers may be substituted provided they are equivalent in all respects and are similarly equipped and subject to the approval of the Contracting Officer. The Contractor shall hold the Government and the PANYNJ harmless for any damage to the vehicles, other than that caused by negligent operation.

b. The Contractor shall take out and maintain an Automobile Liability Insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability in

limits of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage covering the operation of all automobiles provided for the Government employee use in connection with performing the contract. The liability policy shall be endorsed to include the US Army Corps of Engineers, as an additional insured and shall contain a provision that the policies may not be cancelled, terminated or modified without thirty days notice to the Contracting Officer.

c. No separate payment will be made for providing the above accommodations and all costs in connection therewith will be considered the obligation of the contractor. All facilities shall be removed from the project site at the contract completion date or when and as directed by the Contracting Officer.

d. No payment shall be made for Mobilization until all facilities are complete and accepted by the Contracting Officer.

### **23. QUANTITY SURVEYS (APR 1984)**

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completion a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer. (FAR 52.236-16)

### **24. MISPLACED MATERIAL**

Should the Contractor, during the progress of the work, lose, dump, throw, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to site and people, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer or inspector, and when required shall mark the obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer, and the cost of such removal may be deducted from any money due or to become due the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of material without fault or negligence shall be limited to that provided in the DOD FAR

### **25. SUPERINTENDENCE OF SUBCONTRACTORS (JAN 1965)**

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clause titled, 'SUPERINTENDENCE BY THE CONTRACTOR.'

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory requirement is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DOD FAR Supplement 52.236-7008)

## **26. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS**

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

a. At the time of submission of the progress chart, the Contractor shall submit for approval by the Contracting officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer, or his representative, to effect reasonable progress payments. The Contracting Officer, or his representative, shall review this breakdown within 30 calendar days after receipt and either advise the Contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the Contractor and any payment made to him. The Contracting Officer can determine if it is in the best interest of the Government to make payment without an approved breakdown; however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

b. The Contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in subparagraph c. For purposes of payment a "proper invoice" is defined as the following:

(1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.

(2) A properly completed Eng Form 93 and 93a (where required).

(3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

(4) The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be a corporate officer, partner, or owner, in the case of a sole proprietorship.

I hereby certify, to the best of my knowledge and belief, that -

(a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(b) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and

(c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(d) All required prime and subcontractor payrolls have been submitted.

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the pre-construction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the Eng Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and or the amount of the payment being submitted, the Government and the Contractor's representative should meet to resolve the difference and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the Contractor in accordance with the following time frames:

(1) Progress Payments . From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.

(2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 14 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.

(3) Final Payment. A final payment request shall not be considered valid until the Contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 14 days from the date of acceptance of the project by the Contracting Officer.

## **27. VERIFICATION OF SMALL BUSINESS UTILIZATION**

- a. This clause is applicable to small business concerns whose contracts exceed \$1,000,000.
- b. In accordance with the clause at FAR 52.219-8, entitled UTILIZATION OF SMALL BUSINESS CONCERNS AND DISADVANTAGED BUSINESS CONCERNS, in effect on the date of this contract, the Contracting Office may survey the extent of small and small disadvantaged business utilization under this contract. The Contractor may be required to report to the Contracting Officer statistical data on the number and dollars amounts of subcontracting awards with small business and small disadvantaged businesses.
- c. As appropriate, the Contracting Officer may require one or more follow-up reports to the initial report.
- d. The Contractor agrees to insert this clause in any subcontract that may exceed \$1,000,000, including this subparagraph d.

## **28. SAFETY AND HEALTH REQUIREMENTS MANUAL**

If this contract is for construction or dismantling, demolition, or removal of improvements with any Department of Army agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation. The latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage select Safety and Occupational Health). Contractor shall be responsible for complying with the current edition and all changes posted on the web as of effective date of this solicitation.

Before commencing the work, the Contractor shall: (1) Submit a written proposal for implementing the Accident Prevention Plan; and (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

## **29. SUBMISSION OF CLAIMS**

The following shall be submitted to the Contracting at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

- a. Claims referencing or mentioning the Contracting Disputes Act of 1978.
- b. Requests for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contract Disputes Act of 1978.

No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide the Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.



### **30. PARTNERSHIP IMPLEMENTATION PLAN**

To more effectively accomplish this contract, the Government proposes to form a partnership with the Contractor. This partnership would draw on the strengths of each organization in an effort to achieve a quality product within budget and on schedule. This partnership would be bilateral in make-up and participation by the Contractor is required and will be held, and facilitated by the Government representative and held at Government facilities. Subsequent partnership conferences will be held monthly, and will be facilitated by the Government representative and held at Government facilities. For subsequent monthly conferences the Government will prepare the agenda, and the Contractor will prepare and distribute minutes within 48 hours of the conclusion of the conference.

### **31. PRECONSTRUCTION CONFERENCE**

a. A preconstruction conference will be arranged by the Contracting Officer, or his Representative, after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

b. The Contractor shall bring to this conference the following items in either completed or draft form:

- The Contractor's order of work
- Accident Prevention Plan
- Quality Control Plan
- Letter appointing Superintendent
- List of subcontractors.

### **32. GOVERNMENT RESIDENT MANAGEMENT SYSTEM AND CONTRACTOR QUALITY CONTROL SYSTEM (QCS) MODULE**

The Government will utilize an in-house Contract Administration program entitled "Resident Management System" (RMS). The Contractor shall utilize a Government furnished Quality Control System (QCS) Programming Module. See Section 01312 "Quality Control System (QCS)" for requirements.

### **33. COORDINATION CONFERENCES**

Routine coordination conferences will be scheduled by the Contracting Officer throughout the life of this contract. Coordination conferences will be held to discuss contract administration, contractor quality control, phasing, scheduling, and other aspects relating to this construction. The Corps of Engineers and the Contractor will be represented at each of these meetings. Similar information concerning replacement personnel shall be forwarded to the Contracting Officer, should any replacement be required at any time during the life of this contract. Coordination conferences will be scheduled to occur on a weekly basis.

### **34. CRANE AND DRAGLINE SAFETY REQUIREMENTS**

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the U. S. Corps of Engineers Manual, "Safety and Health Requirements", EM 385-1-1, dated 3 September 1996, all cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms which will prevent the booms from falling free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping.

All cranes shall have a red strobe light and two flags attached to the end of the boom. The flags shall be 18-inches square and international orange in color. The strobe does not need to be flashing during daylight hours or when the boom is lowered to the ground at night. The strobe shall be flashing when operating during weather in which visibility is reduced or when operating at night. The strobe shall remain flashing if the boom remains elevated at night.

### **35. CONTRACTOR WORKING HOURS**

Unless specifically authorized by the Contracting Officer, Contract work shall be restricted to the hours of 7:00 A.M. to 6:00 P.M., Mondays through Saturdays. No work will be permitted on Sundays and federal and state legal holidays. The Contractor shall comply with paragraph 01.c.04 of EM 385-1-1, the U.S. Army Corps of Engineers Safety and Health Requirements Manual, in effect on the date of this solicitation.

### **36 INSURANCE PROCURED BY CONTRACTOR AND THE PORT AUTHORITY**

At the Government's option, to be exercised in writing no later than 45 days after the contract NTP, the Contractor shall procure and maintain during the entire period of its performance under this contract the following insurance policies:

A. Liability Insurance:

1) Commercial Liability Insurance:

The Contractor shall take out and maintain at its own expense Commercial General Liability Insurance including but not limited to Premises-Operations, coverage for Completed Operations for 5 years after the completion of the contract, coverage for explosion, collapse and underground property damage with contractual liability language covering the risks assumed and indemnification under this Contract and Independent Contractor coverages in limits of not less than \$25,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability.

2) Automobile Liability Insurance:

If vehicles are to be used to carry out the performance of this contract, then the Contractor shall also take out and maintain at its own expense a policy on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

### 3) Environmental Liability Insurance:

The Contractor shall take out and maintain at its own expense an Environmental Liability Insurance Policy on an occurrence basis covering the Contractor's pollution legal liability, including cleanup, with limits not less than \$10,000,000 per occurrence for bodily injury and property damage tailored to the specific exposures as they relate to the Work of this Contract. The policy shall include coverage for completed operations for 5 years after the completion of the Contract. The policy shall provide transportation coverage by or on behalf of the Contractor for the loading and unloading and hauling of waste materials, including but not limited to asbestos material and lead paint, from the Work Site to the final disposition location.

Such policy and any certificate of insurance submitted hereunder in relation to such policy shall (I) be expressly endorsed for the Property subject to this Agreement and each transfer location, travel route and material disposition location selected by the Contractor, (II) state that claims disputes and coverage shall be litigated in United States courts having jurisdiction, and not be limited to arbitration, and (III) acknowledge the Contractor's disclosure to the insurance carrier that the material may be considered a hazardous substance/waste under applicable law including, but not limited to, RCRA and/or CERCLA and/or the Toxic Substance Control Act (TSCA). It should be noted that the substances may be considered "hazardous" under CERCLA, but not necessarily "hazardous" under RCRA and that such materials if RCRA "hazardous" would require a manifest and disposal certificate under RCRA at a Subtitle C hazardous waste disposal facility. A copy of this Contract, including all schedules and documents attached hereto, shall be provided to the insurance carrier.

### 4) Marine Protection and Indemnity Insurance:

The Contractor shall take out and maintain a Protection and Indemnity Policy in limits of not less than \$5,000,000 combined single limit per occurrence for bodily injury, death and property damage including coverage for Masters and Members of Crew of Vessels.

The policies providing for the above required liability insurance shall name the County of Middlesex, New Jersey and the New Jersey Department of Environmental Protection acting by and through its Assistant Commissioner of Natural and Historic Resources Program, the US Army Corps of Engineers and the Port Authority of New York & New Jersey as additional insured (collectively referred to as "Additional Insureds") and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to Additional Insureds. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Contractor's insurance shall be primary insurance as respects to the Additional Insured (s), its representatives, officials, and employees. Any insurance or self insurance maintained by the any Additional Insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period. Further, the certificate of insurance and the liability Policy (ies) shall be specifically endorsed that "*The insurance carrier(s) shall not, without obtaining the express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.*" The certificate of insurance and the liability Policy(ies) shall also be specifically

endorsed such that the insurance carrier shall not raise any defense asserting in any way the immunity of NJDEP under the Tort Claims Act, NJSA 59:1-1 et seq. and the Contract Liability Act, NJSA 59:13 et seq.

B. Workers' Compensation Insurance:

1) The Contractor shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident. The policy shall include the United States Longshore and Harbor Workers Compensation Act Endorsement. The policy shall also be endorsed to include a waiver of subrogation.

C. Compliance:

Prior to commencement of work at the site, the Contractor shall deliver a certificate from its insurer evidencing policies of the above insurance stating the title of this Agreement, and containing a separate express statement of compliance with each of the requirements above set forth to the Additional Insureds.

1) Renewal certificates of insurance or policies shall be delivered to the Additional Insureds, at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management for the Port Authority, the Counselor to the Commissioner for NJDEP, and the County Counsel for Middlesex County, must approve the renewal certificate(s) of insurance before work can resume on the Work Site. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority or Grantor, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

2) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Additional Insureds shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Additional Insureds to order suspension), then the Additional Insureds may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Additional Insureds.

3) The Additional Insureds may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, the General Manager, Risk Management/Treasury for the Port Authority, the Counselor to the Commissioner for NJDEP, and the County Counsel for Middlesex County, may consider such cost as an out-of-pocket expense for the Contractor.

4) Upon request the Contractor shall furnish to the Additional Insureds a certified copy of each policy itself, including the provisions establishing premiums.

5) The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Additional Insureds as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

## D Payments

The Contractor and subcontractors shall comply with all obligations as insureds under or in connection with the above policy.

Payment items for insurance premium procured by the Contractor under this paragraph shall be for actual expenses at a price not to exceed the maximum listed in the Price/Bid schedule, optional Item No. 0030 (or CLIN 0030), Additional Cost for Optional Insurance, if the optional item is awarded as substantiated by the information provided by the Contractors insurance carrier.

Contractor shall submit the following items to the government for payment and verification and only the actual amount will be reimbursed:

- 1-Insurance Policies.
- 2-Certification of insurance.
- 3-Proof of payments.

Payment for the insurance procured by the Contractor under this paragraph shall be in lump sum, "Additional Cost for Optional Insurance", if the optional item is awarded. (see notes in Bidding Schedule)

## **37. PROGRESS PAYMENTS**

Progress Payments made pursuant to the PAYMENTS TO CONTRACTOR clause for any item of work in the bid schedule shall be based on the contract unit price or lump sum amount set forth in the bid schedule for that item of work. If the amount of the unit price or lump sum bid for any item of work is in excess of 125% of the Government estimate for such item, the Contracting Officer may require the contractor to produce cost data to justify the price of the bid item. Failure to justify the bid item price to the satisfaction of the Contracting Officer may result in payment of an amount equal to 125% of the Government estimate for such bid item upon completion of work on the item and payment of the remainder of the bid item price upon final acceptance of all contract work.

## **38. DAMAGE TO WORK**

The responsibility for damage to any part of the permanent work shall be as set forth in the article of the contract clause entitled "PERMITS AND RESPONSIBILITIES". However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, severe coastal storm or tornado, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump-sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment, pursuant to Contract Clause entitled CHANGES, will be made as full compensation for the repairs of that part of the permanent work for which there are not applicable contract unit or lump-sum prices. Except as herein provided, damage to all work, utilities, materials, equipment, and plant, including temporary construction and utilities, pavements, and other property along the routes used by the Contractor's pipelines and/or land vehicles, shall be repaired to the satisfaction of the Contracting Officer, the State of New Jersey, and the utilities companies, at the contractor's expense regardless of the cause of such damage.

### 39. GOVERNMENT RESIDENT MANAGEMENT SYSTEM

The Government will utilize an in-house Contract Administration program entitled "Resident Management System" (RMS). The Contractor shall utilize a Government furnished CQC Programming Module. The following hardware and software are needed by the Contractor to run RMS: A personal computer with 8-0386 processor (or higher) and four megabytes (MB) or more of random access memory (RAM) and a 3-1/2 inch high density floppy drive. Also needed is a HP Laser Jet Series II or III printer, a color monitor, MS-DOS version 5.0 or later, and computer files = 81. The Module includes a Daily CQC Reporting System form, which must also be used. This form may be in addition to other contractor desired reporting forms. However, all other such reporting forms shall be consolidated into this one Government specified Daily CQC Report Form. The Contractor will also be required to complete CQC Module elements which include, but are not limited to, all Contractor Quality Control plan information such as: Prime Contractor staffing, subcontractor information showing trade, name, address, and point of contact, definable features of work, pay activities and activity information, required Quality Control tests tied to individual pay activities, planned User schooling tied to specific specification paragraphs and pay activities, Installed Property listings, Transfer Property listings, and submittal information relating to specification section, description, pay activity, and expected procurement period. The sum of all pay activities shall equal the contract amount, and all Bid Items, Options and Additives shall be separately identified, in accordance with the Bidding Schedule. Bid items may include multiple activities, but activities may only be assigned to one such Bid Item. This module shall be completed to the satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, and Insurance, as approved by the Contracting Officer) and shall be updated as required.

During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding of future items needing attention of the Contractor. The Contractor will acknowledge receipt of these comments by specific number reference on his daily CQC report, and will also reflect on his daily CQC report when these items are specifically completed or corrected to permit Government verification.

### 40. LABOR - ADDITIONAL REQUIREMENTS

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879. Statement of Compliance, and attached to each weekly payroll.

### 41. CONTINUING CONTRACT (Alternate) (1995 MAR)(EFARS)

a. Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$50,000 to \$200,000 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by **the nonfederal project sponsor** will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

b. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

c. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

d. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

e. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

f. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

g. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

h. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

i. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

j. The term "Reservation" means monies that have been set aside and made available for payments under this contract.

## **42. STATE/LOCAL INCOME TAXES**

The Contractor agrees that if during the performance of this contract it is relieved of its obligation to pay state and/or local income taxes on the income from this contract, an equitable adjustment will be made. The Contractor agrees to notify the Government within thirty (30) days of its relief from such taxes.

### **43. Landfill and Disposal Facilities**

#### **CONTRACTOR IDENTIFIED DISPOSAL SITE(s) and COMPLIANCE.**

Contractor must demonstrate to the Government within **30 calendar** days from the date the contract is awarded; that the contractors identified disposal site(s) is operational, capable of disposing of the material on that date for the in-situ quantity as per **line item 0008 and/or 0009** and is in compliance with the New Jersey Department of Environmental Protection and/or with the New York State DEC or other host state compliance as appropriate for the disposal of material.

Line Item 0008: The excavated berm material will be segregated from the rest of the materials excavated. The material from the berm will be disposed of at a permitted Class D landfill or recycling facility as non-hazardous waste. A finalized disposal plan will be submitted to the NJDEP and COR before construction begins at the site. This plan will identify the disposal facilities and will include soil acceptance letters from the facilities.

Line Item 0009 is for material from the rest of the site after material excavated from Berm (line item 0008) is segregated. This material excavated from the site will be disposed of at a permitted facility such as ENCAP(example). Prior to the start of construction, the contractor shall be responsible for the identification of a suitable landfill disposal facility or processing and treatment facility, which can accept the materials to be excavated from the project area.

A finalized disposal plan will be submitted to the NJDEP and the COR before construction begins at the site. This plan will identify the disposal facilities and will include soil acceptance letters from the facilities.

The contractor disposal site(s) must have sufficient capacity to receive the material from the project site. The contractor is required to perform all work to demonstrate that the contractor identified disposal site(s) is permitted, operational, capable of disposing of the material on that date for the in-situ quantity per **line item 0008 and/or 0009** and is in compliance with the New Jersey Department of Environmental Protection and/or with the New York State DEC or other host state compliance as appropriate for the disposal of excavated material. The disposal of the material shall be in a fully permitted facility that has been permitted by the host state, with beneficial reuse wherever possible. Processing (if any), transfer, transportation and material disposal shall be performed in accordance with applicable laws and requirements of all associated permits, approvals and government authorities having jurisdiction.

#### **Information to be submitted**

-Provide a list of the names, locations, and point of contact, telephone number for each disposal facility including site capacity.

-Any sampling and testing required for obtaining permits required for material transportation and placement will be at the cost of the contractor. The contractor must provide to the Government proof that the material to be taken from the project site to the contractor's upland site(s) meets any regulatory testing requirements.

- Copies of Required Permits - The contractor shall provide copies of all required permits and approvals for processing (if any), the transfer, transportation and final disposal of all materials, and shall submit evidence of such permits and approvals to the Government. And all documentation of compliance with any other legal or regulatory requirement must be provided to the Government.



-Proof of the contractor identified Disposal Site(s) being licensed for acceptance of the material by all appropriate regulatory entities.

-Proof of Disposal Site(s) Owner's approval granting the contractor the right to dispose material at that site.

-Proof of Disposal Site(s) uncommitted capacity adequate for the project.

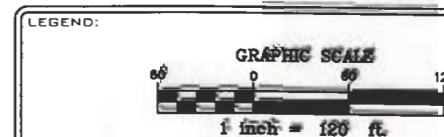
-Proof of approval by the appropriate regulatory agencies that the material for this contract is compatible for disposal at the proposed Disposal Site(s).



- LEGEND**
- SEDIMENT BORING LOCATIONS
  - WOODY SHRUB
  - SURVEY MARK
  - APPROX. MEAN SL - 2.00'
  - APPROX. MEAN SL - 2.50'
  - EXISTING CONTOUR INDEX LINE
  - PLANT COMMUNITY DELINEATION
  - EDGE OF GRASS AT RIVER
  - CENTERLINE OF TRIBUTARIES
  - EXISTING TREE LINE
  - PHRAGMITES AUSTRALIS
  - GRASS - SPARTINA ALTERNIFLORA
  - GRASS - SPARTINA PATENS
  - WACK AND DEBRIS

TAKEN FROM A DRAWING ORIGINALLY CREATED BY:  
HENRY J. McGUIGAN, P.C.  
City Surveyor and Engineer  
269 Melba Street  
Staten Island, NY 10314

CITY OF NEW YORK PARKS AND RECREATION  
PROJECT TITLE:  
THE REMOVAL OF A BERM AND RESTORATION OF TIDAL WETLANDS  
ALONG SHORELINE OF THE RAHWAY RIVER AT JOSEPH MEDWICK PARK  
LOCATED IN THE BOROUGH OF CARTERET, MIDDLESEX COUNTY, NEW JERSEY.



PROJECT: MEDWICK PARK - SEDIMENT  
SAMPLING AND ANALYSIS REPORT

CLIENT NAME: UNITED STATES ARMY  
CORPS OF ENGINEERS

TITLE: SEDIMENT BORING LOCATIONS

WESTON  
SOLUTIONS

DATE: 9 JUNE 2003

FIGURE #: 2

## **Restoration Wetland Rahawy River/AK MET**

Relative to the "REVIEWER" column of ENG Form 4288

The following codes apply:

E – ENGINEERING DIVISION

A – AREA ENGINEER

AE – ARCHITECT ENGINEER

## SUBMITTAL REGISTER

(ER 415-1-10)

CONTRACT NO.

TITLE AND LOCATION																			CONTRACTOR										SPECIFICATION SECTION	
AK Mitigation JMP,NJ																														
ACTIVITY NO	TRANS-MITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION		REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS				
					DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATIONS	SAFETY	RECORDS	O&M	INFORMATION	GOVERNMENT		APPROVAL	DATE	SUBMIT TO GOVERNMENT	DATE	DATE								
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.				
			00800	Pricing Data	x										x		A													
				Claims					x						x		A													
				Fuel Usage Report						x					x		A													
				Breakdown of Contract Work				x								x	A													
				Accident Prevention Plan				x								x	A													
				Certificate of Inspection							x				x		A													
				Insurance Certificate							x				x		A													
				Order of Work and Others				x							x		A													
			1355	Environmental Protection Plan					x							x	A													
			1320	Initial Project Schedule				x								x	A													
				Preliminary Project Schedule				x								x	A													
				Periodic Schedule Update				x								x	A													
				Personnel Qualifications					x						x		A													
				Narrative Report						x					x		A													
				Schedule Report						x					x		A													

01330-10

SUBMITTAL REGISTER																				CONTRACT NO.						
TITLE AND LOCATION																				CONTRACTOR		SPECIFICATION SECTION				
(ER 415-1-10)																										
ACTIVITY NO	TRANS-MITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION		CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS		
					DRAWINGS	INSTRUMENTS	STATEMENTS	RECORDS	CERTIFICATES	SAMPLING	RECORDS	O&M	INFORMATION	GOVERNMENT	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE			
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
			01320	Data Disks	x										x											
				Narrative Report						x					x											
				Schedule Report				x		x						x	A									
				Network Diagram				x								x	A									
			1420	Accident Prevention Plan					x							x	A									
				Daily Quality Control Report						x					x											
				Daily Inspection Log						x					x											
				Crane & Derrick Operator's Qualifications									x			x	A									
				Monthly Exposure Reports						x					x											
				Energized Line Work Plan					x						x											
				Safety Meeting Document						x					x											
			1451	Quality Control Plan			x						x			x	A									
				CQC System					x						x											
				CQC Documentation		x				x						x										

(ER 415-1-10)

**SPECIFICATION  
SECTION**

AK Mitigation JMP,NJ

CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		
SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	C O D E	DATE	SUBMIT TO GOVERNMENT	C O D E	DATE	
s.	t.	u.	v.	w.	x.	y.	z.	aa.

DESCRIPTION OF  
ITEM SUBMITTED

CLASSI-  
FICATION

CONTRACTOR  
SCHEDULE DATES

CONTRACTOR  
ACTION

GOVERNMENT  
ACTION

REMARKS

e.

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[illegible]

4.

Z.

(Proponent: CEMP-CE)





## | CONTRACT NO.

(ER 415 1-10)

CONTRACTOR
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SPECIFICATION SECTION

03307A

[illegible]



# SUBMITTAL REGISTER

(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION										CONTRACTOR				SPECIFICATION SECTION												
														06061												
ACTIVITY NO.	TRANS-MITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION	CONTRACTOR SCHEDULE DATES				CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS		
					DRAWINGS	INSTRUMENTS	STATEMENTS	CERTIFICATES	TESTS	RECOMMENDATIONS	INFORMATION	GOVERNMENT REVIEW	SUBMIT	APPROVAL NEEDED BY		MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE					
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
			1.3	RPL Decking Boards	X	X					X					X	E									
				RPL Structural Members	X	X					X					X	E									
				Install RPL Members		X										X	E									
				RPL Decking and Members		X										X	E									
				Workmanship Certifications						X						X	E									

## | CONTRACT NO.

(ER 415 1-10)

CONTRACTOR	
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**SPECIFICATION SECTION**

06/00A

ING FORM 4288, Jul 96



# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

Restoration Wetland Rahawy River/AK MET

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY					MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01410	SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.3	G A												
		02140A	SD-03 Product Data														
			Materials Handling Plan	1.4	FIO												
			[ ], [ ]		FIO												
			SD-04 Samples														
			Select Fill	2.1	FIO												
			[ ], [ ]		FIO												
			Topsoil	2.2	FIO												
			SD-06 Test Reports														
			Borrow Source Assessment	3.1	FIO												
			[ ], [ ]		FIO												
			Select Fill and Topsoil Material	3.4.1	FIO												
			Tests														
			Moisture Content and Density	3.4.2	FIO												
			Tests of In-Place Select Fill														
		02222	SD-06 Test Reports														
			Field Density Tests	3.3.3	G A												
			Testing of Backfill Materials	3.3.2	G A												
		02275	SD-01 Preconstruction Submittals														
			Floating turbidity barrier	2.1.1	G A												
		03307A	SD-03 Product Data														
			Air-Entraining Admixture	2.1.3.1	FIO												
			[ ], [ ]		FIO												
			Accelerating Admixture		FIO												

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

Restoration Wetland Rahawy River/AK MET

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEW	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		03307A	Water-Reducing or Retarding Admixture		FIO												
			Curing Materials		FIO												
			Reinforcing Steel	2.1.5	FIO												
			Expansion Joint Filler Strips, Premolded		FIO												
			Joint Sealants - Field Molded Sealants		FIO												
			Waterstops		FIO												
			Batching and Mixing Equipment	3.1.5.3	FIO												
			RO		FIO												
			Conveying and Placing Concrete	3.2	FIO												
			Formwork	2.1.9	FIO												
			SD-06 Test Reports														
			Aggregates	2.1.2	FIO												
			RO		FIO												
			Concrete Mixture Proportions	1.4.3	FIO												
			SD-07 Certificates														
			Cementitious Materials	2.1.1	FIO												
			RO		FIO												
			Aggregates	2.1.2	FIO												
		06061	SD-02 Shop Drawings														
			RPL Decking Boards	2.2	G DO												
			RPL Structural Members	2.2	G DO												
			Installation of RPL Members	3.1	G DO												
			SD-03 Product Data														

CONTRACT NO.

Restoration Wetland Rahawy River/AK MET

CONTRACTOR

[illegible]

## SECTION 02227

## EXCAVATION OF NON-HAZARDOUS MATERIAL (BERM AREA)

PAYMENT ITEM NO. 0008 EXCAVATION AND DISPOSAL OF SOIL FROM BERM NON-HAZARDOUS AREA PLUS 2 FEET

## PART 1 GENERAL

## 1.1 GENERAL REQUIREMENTS

Work described under this section relates only to materials excavated FROM the BERM PLUS 2 Feet

The work includes furnishing, delivering, handling, and installing (as applicable) all material, labor, equipment, tools and incidentals necessary to excavate, load, haul, treat and dispose of non-hazardous material as specified herein. Non-hazardous material is classified as all material located and/or excavated from the BERM AREA PLUS two (2) FEET.

Excavated soil material from this Item No 0008 will be isolated from other material and will not be used for any FILL. Only clean fill under Item No 0010 will be used to fill the extra 2 feet excavated under the berm area.

## 1.1.1 SCOPE OF WORK

Under this item the Contractor shall do all excavating, not included under other items and shall place, compact and dispose of excavated materials in accordance with the plans, specifications and directions of the Contracting Officer.

The Contractor shall be required to deliver all excavated material from the site to an approved and permitted disposal site.

Under no condition will the contractor mix material from Item No. 0009 with material from Item No. 0008.

## 1.2 PUBLICATION

## 1.3 DEFINITIONS

Excavation shall be defined as the removal of soil to the required depth, as indicated on the grading plan and as directed by the Contracting Officer. Excavation shall include the removal of earth, gravel, floatable debris, tree and shrub roots, boulders, buried timbers, buried tires, broken concrete pieces, concrete block, brick and other materials of any nature whatsoever encountered that will not require special rock or concrete breaking equipment. Disposal cost for tires and other DEBRIS shall be paid for separately.

The removal of Phragmites sp including leaf and other organic surface litter such as woody trees and shrubs and tires will be paid for under the item "Clear Existing Vegetation and Debris"

#### 1.4 MEASUREMENT AND PAYMENT

The quantity of NON-HAZARDOUS AREA PLUS 2 FEET to be paid for under this item shall be the number of CUBIC YARDS of material, measured in its original position, excavated and disposed of as directed by the Contracting Officer. The price bid for excavation shall be a unit price per CUBIC YARD and shall include the cost of all labor, materials, equipment and incidental expenses necessary for the excavation, disposal, delivery and placing of excavated material, pumping, sheeting and bracing, and other incidental work and expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Contracting Officer.

For computation of quantities of excavation, no deductions shall be made in the areas of any cross section for any pipe or similar obstruction unless the area of such obstruction is greater than one square foot. Unless otherwise specified, all Excavation payment lines shall be produced from neat lines. Volume calculations shall be from maps as produced by a licensed surveyor provided by the contractor.

Rock excavation includes only excavation of boulders of more than thirteen (13) cubic feet in volume and ledge rock which is determined by the Contracting Officer to be so hard that is not practicable to loosen and handle with a power shovel except by preliminary blasting.

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

All work under this section shall be executed in accordance with both the Site Safety and Health Plan and Work Plan

##### 3.1 EXCAVATION AND TRANSPORT OF NON-HAZARDOUS MATERIAL

Excavation and transport of non-hazardous materials shall be completed in conformance with all applicable state and federal requirements. Transport of non-hazardous material shall be performed in accordance with Section 00800 SPECIAL CONTRACT REQUIREMENTS.

The entire area of work shall be brought to the required lines and grades by excavation and filling. Excavation materials, suitable in the opinion of the Contracting Officer, may be used in making the temporary dike access path and filling the low areas of the work, and at such places as the Contracting Officer may direct.

##### 3.1.2 Stockpiling Excavated Material

Excavated material may be stockpiled within the designated staging area for a period of 1 week after completion of all work under this item. All stockpiled material must be contained within an erosion control silt fence as per the Item No. 0011 for Silt Fence (custom). If excavated material is to remain stockpiled on-site for longer than one (1) week, it must be covered by erosion control fabric, black plastic or other stabilizing material as approved by the Contracting Officer until the excavated material can be removed from the site and disposed of as required by this specification.

No direct payment shall be made for re-handling of excavated materials for



any other purposes necessary to complete the work as shown on the plans. The compensation will be considered as having been included in the price bid for excavation. Re-handling of excavated materials may be paid for as excavation when the same is made necessary by changes of plans and is ordered in writing by the Contracting Officer.

This material from this Item No. 0008 will be Stockpiled in a separate area than the material from Item No. 0009.

#### Stockpiles

Stockpiles shall be constructed to include:

a. A chemically resistant geomembrane liner free of holes and other damage.

Non-reinforced geomembrane liners shall have a minimum thickness 20 mils. Scrim reinforced geomembrane liners shall have a minimum weight of 40 lbs. per 1000 square feet.

The ground surface on which the geomembrane is to be placed shall be free of rocks greater than 0.5 inches in diameter and any other object which could damage the membrane.

b. Geomembrane cover free of holes or other damage to prevent precipitation from entering the stockpile.

Non-reinforced geomembrane covers shall have a minimum thickness of 10 mils.

Scrim reinforced geomembrane covers shall have a minimum weight of 26 lbs. per 1000 square feet.

The cover material shall be extended over the berms and anchored or ballasted to prevent it from being removed or damaged by wind.

### 3.2 DISPOSAL OF NON-HAZARDOUS MATERIAL

Disposal of non-hazardous material excavated, including the resulting solids output, shall be completed in conformance with all applicable state and federal requirements.

### 3.3 UTILITIES AND SERVICES

It is the Contractor's responsibility to detect and protect existing utilities (to remain) from damage during construction. Prior to start of construction the Contractor is required to notify:

New Jersey One Call  
399 Hoes Lane  
Piscataway, 08854  
Phone # 1-800-272-1000 FAX #732-394-3002

when excavation operations are to be conducted in the installation of any item of work which is deemed part of the original contract provisions or is specifically ordered by the Agency.

New Jersey State Industrial Code mandates that the Contractor notify all underground facility operators in the area not less than two (2) and not more than ten (10) business days before the start of excavation to ensure that utility service lines are properly marked prior to excavation. The

Contractor's obligation to protect utilities is not relieved by calling the One Call Center. The Contractor shall understand that not all utilities may be located and he is responsible to locate other utilities, to the best of his ability, using electronic probes, or other methods, prior to the start of excavation. The Contractor shall then proceed cautiously and perform hand excavation, as necessary, to protect the utility as directed by the Contracting Officer, at no extra cost to ACOE - New York District Office.

If a utility is inadvertently damaged, it is the Contractor's responsibility to restore that utility to operating condition, equal to that existing prior to damage. The Contractor shall remain at the site with the damaged utility until it has been restored and there is no danger to the public (i.e. exposed live electrical wires, etc.) Should the Contractor need to cut off utilities or services during the performance of the work, he shall notify the Borough Department or Utility Company owning or controlling services, to cut off these services. Any services cut off or interrupted by the Contractor's operations shall be restored at the Contractor's expense.

#### 3.4 DRAINAGE

The Contractor shall schedule the work to coincide with advantageous low tide cycles. Excavation shall not proceed in areas which are inundated by tidal waters. Work shall proceed in only those areas during a time at which the areas are drained of tidal waters.

Material shall not be dewatered on site. Excavated material shall be stockpiled as described above and allowed to dry before hauling to the disposal area. Any wet material shall be carted in a watertight truck bed.

-- End of Section --

SECTION 02911

PLANTING AT ADJACENT UPLAND

PAYMENT ITEM NO. 0020 INSTALL PLANTING AT ADJACENT SUPRA TIDAL  
SPARTINA PATENS

PAYMENT ITEM NO. 0021 INSTALL PLANTING AT ADJACENT SUPRA TIDAL TO UPLAND  
Juncus gerardii

PAYMENT ITEM NO. 0022 INSTALL PLANTING AT ADJACENT SUPRA TIDAL TO UPLAND  
Distichlis spicata

PAYMENT ITEM NO. 0023 INSTALL PLANTING AT ADJACENT SUPRA TIDAL  
Iva Frutescens

PAYMENT ITEM NO. 0024 INSTALL PLANTING AT ADJACENT SUPRA-TIDAL TO UPLAND  
Baccharus Halimfolia

PAYMENT ITEM NO. 0025 INSTALL PLANTING AT ADJACENT UPLAND  
Prunus Maritime

PAYMENT ITEM NO. 0026 INSTALL PLANTING AT ADJACENT UPLAND  
Myrica Pensylvanica

PAYMENT ITEM NO. 0027 INSTALL PLANTING AT ADJACENT UPLAND  
Rhus Copallina

1.1 SCOPE OF WORK

The work under this section shall consist of furnishing all labor, materials and equipment required to complete the plantings as indicated, in strict accordance with the Specifications and applicable Drawings, and subject to the terms and conditions of the Contract. This work shall include but not be limited to the following:

1. Preparation of plant pits and beds including excavating and back-filling of all planting areas with specified planting mixture.
2. Furnishing all plant materials shown on the Drawings, planting and all necessary planting operations including watering, fertilizing, herbicide or pesticide spraying, mulching, weeding, pruning and protection of roots as specified.
3. Invasives Eradication
4. Maintenance: Periodic maintenance checks, and replanting if necessary, for one year, to include two full growing seasons, after the installation of plants.

1.2 MATERIALS STORAGE AND CLEAN-UP

The Contractor shall keep the Storage site free from rubbish and all debris at all times and shall arrange his material storage so as not to interfere

with the operation of the project. All unused materials, rubbish and debris shall be removed from the site.

### 1.3 COMPLETION AND ACCEPTANCE

1. The completion of the contract will be accepted and Notice of Completion recorded only when the entire contract is completed to the satisfaction of the Payment for herbaceous plant materials ("Juncus gerardii and Distichlis spicata) shall be per SQUARE FOOT of planting area actually installed. Payment for shrub layer, "Iva frutescens, Baccharis halimifolia, Prunus maritima, Myrica pensylvanica, Rhus copallina" shall be made per EACH plant actually installed. Price shall include the cost of all materials, labor, equipment, tools, transportation, and guarantee incidental thereto necessary to complete all items under INSTALL PLANTING AT ADJACENT SHRUB MARSH in accordance with the Plans and Specifications to the satisfaction of the Contracting Officer. The Contractor shall be paid for percentage complete based on determination of the Contracting Officer. A predetermined amount will be retained by the Contracting Officer until final acceptance of the plant installation.

2. Work under this section will be accepted by the Contracting Officer upon satisfactory completion of all work including "punch list" items.

### 1.4 Guarantee

All plant material (wetland plants, grass, etc.) and planting shall be guaranteed for a period of a minimum of one (1) year which shall include at least two(2) full growing seasons from the date of substantial completion of the landscaping installation. The growing season shall be defined as the period from April 15th to September 15th.

### 1.5 LANDSCAPE MAINTENANCE

The Landscape Contractor shall maintain the landscaping during and throughout the construction period until Final Acceptance as described in the section: Inspection and Acceptance of this Specification.

### 1.6 INVASIVE PLANT, DISEASE AND PEST CONTROL

1. Chemicals used to control disease and insects shall be effective, shall provide quick and lasting results, and shall not do any damage to plant materials or have any ill effects upon soils or the tidal wetland environment. Toxic and poisonous chemicals which may present health hazards to humans and animals shall not be used. Chemicals shall not be flammable, shall not burn foliage and roots, and shall not volatilize and form vapors which may cause damage. All chemicals shall be stored in such a manner that effectiveness is not impaired and shall spread uniformly and adhere well to foliage, when applied.

2. Insect control shall be a mixture containing a fungicide, a milicide, and control for both sucking and chewing insects shall be used only if ingredients are compatible. Chemicals shall be used with discretion so as not to harm plant materials or non-target animals or insects or become ineffective during the period required. Disease and pest control shall be delivered to the site in sealed containers bearing the manufacturer's guarantee statement attesting to mixtures and percentages of each chemical.

Chemicals are subject to the approval of the Pure Food and Drug Administration, the USDA, the State Agricultural Station and the Contracting Officer, who shall give written approval before any chemical is used.

3. Contractor shall be licensed for application of such chemicals by the New Jersey State Department of Environmental Protection, or any other state of local agency having jurisdiction.

#### 1.7 MEASUREMENT AND PAYMENT

Payment for "Juncus gerardii, Distichlis spicata, Iva frutescens, Baccharis halimifolia, Prunus maritima, Myrica pensylvanica, Rhus copallina" shall be made per **EACH** plant actually installed. Price shall include the cost of all materials, labor, equipment, tools, transportation, and guarantee incidental thereto necessary to complete all items under INSTALL PLANTING AT ADJACENT UPLAND in accordance with the Plans and Specifications to the satisfaction of the Contracting Officer. The Contractor shall be paid for percentage complete based on determination of the Contracting Officer. A predetermined amount will be retained by the Contracting Officer until final acceptance of the plant installation.

### PART 2 PRODUCTS

#### 2.1 PLANT STOCK

1. For the herbaceous wetland plants, A synonymized Checklist of the Vascular Flora of the United States, Canada and Greenland: Volume II- The Biota of North America (Kartesz and Kartesz, University of North Carolina Press, 1980 or later shall be used. Substitutions are not permitted without Contracting Officer's written approval.

2. Species and variety of shrubs/plants as specified on the drawings and delivered to the site shall be certified true to their genus, species and variety and as defined within the current edition of International Code of Nomenclature for Cultivated Plants, issued by the International Union of Biological Sciences. Substitutions are not permitted without Contracting Officer's written approval.

3. All plants shall be legibly tagged with the proper name and shall have a habit of growth which is normal for the species or variety. All plants furnished shall have a good, healthy, well-formed upper growth, well-branched, well-proportioned and be densely foliated when in leaf. All plants shall be in a sound, healthy, vigorous condition, free from objectionable parasites, insects, eggs or larvae, scale, plant diseases and injuries, with all parts moist and showing active green cambium when cut. Plants lacking compactness or proper proportions, and plants injured by too close planting in nursery rows, shall not be accepted. Plants used where uniformity is required, shall be matched as closely as possible.

a. Shrubs: All shrubs shall be full, bushy, compact, symmetrical plants of uniform color and texture. Side branches shall possess thick, closely massed foliage to the ground.

Stock Sizes: All stock measurements - caliper, height branching level, number of canes and ball sizes shall be in strict accordance with the

latest edition of the **American Standard for Nursery Stock ANSI Z60.1-2004**. Minimum acceptable sizes as specified on the Drawings.

All stock shall be ball and burlap (B&B) or container grown stock. Bareroot stock of any kind is unacceptable unless otherwise indicated on the Drawings.

4. Materials not conforming to the dimensions of the container may be rejected without compensation. The container stock shall have been grown in that container long enough for new roots to have developed so that the soil mass shall retain its shape and hold together when removed from the container. Individual plants grown in quart containers, gallon containers or containers larger than specified on the plans will be considered acceptable substitutes for individual plants with each container equivalent to one individual plant.

Balled and burlapped plants, designated B&B in the list of required plants, shall be adequately balled with firm natural balls in sizes as set forth in the **American Standard for Nursery Stock ANSI Z60.1-2004**. No ball shall be accepted if it is cracked or broken, or if the stem is loose in the ball either before or during the process of planting.

## 2.2 HIGH MARSH PLANT SCHEDULE

See PLANT SCHEDULE in the plans

## 2. Substitutions

Acceptance of this Contract carries with it the assumption that the Contractor is able to supply all plant materials indicated in the Plant List, on the Drawings and as specified. Substitutions shall not be permitted except at the specific request of the Contracting Officer, or when proof is submitted that a particular plant material is not obtainable after all sources to supply have been investigated. If the Contractor is not able to supply specific plant materials or sizes according to these Specifications, a proposal shall be considered for use of nearest equivalent size or variety, with an equitable adjustment of Contract Price. Substitutions shall be approved in writing by the Contracting Officer. When sources for plant materials are located, there shall be no substitutions, and those sources shall be used.

## 2.3 WATER

Water for all planting purposes shall be free of oil, acid, alkalis, salts and other substances harmful to plant life. The Contractor shall, at his expense, make arrangements necessary to ensure an adequate supply of water to meet the needs of this Contract. He shall furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of all planting and landscaping areas as shall be required to complete the work specified.

## 2.4 ANTI-DESICCANT

Wilt-Pruf, or Vaporguard, an emulsion which shall provide a protective coating over plant surfaces, shall be applied to reduce moisture losses in transplanting and to preserve new planting. It shall dry to a colorless, harmless, non-staining, slightly glossy film that shall wear away completely

in approximately three (3) months. Wilt-Pruf shall be delivered to the site in original, unopened containers, bearing the manufacturer's name and guarantee statement of analysis. "Wilt-Pruf" manufactured by Nursery Specialty Products, Incorporated, New York, NY or "Vaporguard" as manufactured by Miller Chemical and Fertilizer Corporation, Hanover, PA, or a product of approved equal quality shall be acceptable.

## 2.5 SOIL AMENDMENTS

### 2.5.1 Soil Testing

Soil tests shall be conducted by the Contractor, both on the newly exposed soil surface (post phragmites layer removal) and on the clean fill material at a State agricultural laboratory or recognized commercial laboratory, subject to approval by the Contracting Officer. The procedures and materials utilized in collecting the samples shall be as recommended by the laboratory. All laboratory results shall be forwarded to the Contracting Officer. If the soluble salts exceed a value of 0.5 mohms/cm (measurement of electrical conductivity in milliohms/centimeter) or the Ph is lower than 5.0 or greater than 8.0, the Contractor shall immediately inform the Contracting Officer or Contract Officer Representative (COR). The Contracting Officer, upon consultation with the Project Botanist or Biologist as technical advisors, will determine the appropriate course of action.

2.5.2 A Ph testing sample shall involve compositing six to eight soil locations, collected randomly using a soil probe. The soils shall be sampled to a depth of eight inches. The Contractor shall perform a minimum of three Ph tests throughout the site. If the in-place soils are from different sources, each source shall be analyzed separately at the same sampling rate.

2.5.3 Unless specified on the plans, the laboratory conducting the soil tests shall forward recommendations for soil amendments including lime, based on a target PH of 5.0-6.5. Other amendments shall be added as recommended by the soil testing laboratory.

2.5.4 The guarantee analysis of the fertilizer shall have a minimum of fifty (50) percent of the total nitrogen derived from ureaform, furnishing a minimum of twenty-five (25) percent of cold water insoluble nitrogen at 250 F, a minimum activity index of forty (40) percent, and a minimum of three and one half percent (3.5%) urea nitrogen.

2.5.5 Fertilizers shall be packed in the manufacturer's standard containers. The name of the material, net weight of container and manufacturer's name and guaranteed analysis shall appear on each container.

## PART 3 EXECUTION

3.1 Within 30 days after Notice to Proceed, the Contractor shall provide a complete listing of planting materials and their origins to the Contracting Officer for review. The Contractor should be aware that more than one vendor may be necessary to obtain all of the necessary plant materials. Only after receiving written approval of the genetic origin of the source material shall the Contractor initial procurement.

3.2 Within 60 days after approval, the Contractor shall forward draft purchase orders for all specific plant materials.

### 3.3 Inspection

The Contractor shall be responsible for all certificates of inspection of plants that may be required by Federal, State or other authorities to accompany shipments of plants. All necessary inspection certificates shall accompany the invoice for each shipment or order of stock, as may be required by law. All such certificates shall be filed with the Contracting Officer prior to the acceptance of materials

All plant materials shall be subject to tailgate inspection by the Contracting Officer or COR upon arrival at the site, and shall be certified in writing upon each delivery to be in compliance with the conditions listed below. Delivery certificates shall be filed with the Contracting Officer.

- All plants shall conform to the measurements specified in the plant list.
- Plants shall be sound, healthy, vigorously growing specimens.
- All plants shall be true to name.
- Plants shall exhibit a form characteristic of their species.
- Plants shall have a vigorous, fibrous root system and be well rooted through peat pot.
- Plant foliage shall be free from chlorosis, yellowing, blemishes, sunscald, injuries, abrasions, damaged parts, or disfigurements.
- Plants shall be free of diseases, parasites, eggs, and weeds.
- Plants in flats or containers shall be stored in moist conditions while awaiting installation. They must never freeze or dry out.

### 3.4 Source of Supply

The Contractor shall furnish complete information as to the location of all nurseries from which he intends to supply. The nurseries shall have used seed collected within the states of New York and New Jersey for all herbaceous material. The Contracting Officer reserves the right to inspect, tag (seal) and approve all plants at the source of supply. This inspection and tagging shall not in any way eliminate the right of rejection at the site for such deficiencies as the presence of heated materials, dried roots or discolored tips. Any materials not conforming to the specifications may be rejected. All rejected materials shall be removed from the work site by the end of each working day.

### 3.5 Field Stockpiling Sites

A minimum of 60 days prior to initiation of planting operations, the Contractor shall submit to the Contracting Officer for approval, a plan sheet indicating the location of each of the proposed field stockpiling sites (field caches). The number and location of the field stockpiling sites shall be developed in such a manner as to promote an efficient planting operation. If required, additional stockpiling areas shall be established at locations selected by the Contracting Officer at no additional cost to the government.

### 3.6 Layout Plan

3.6.1 The Contractor shall submit a clearly marked and documented proposed layout plan 60 days prior to planting. A list of the quantities of each species to be installed in each of the planting blocks shall be submitted with the plan. Plant material locations and bed outlines shall be staked on the project site before planting commences. Planting layout shall adhere to



the elevations listed in the Planting Schedule. Plant material locations may be adjusted to meet field conditions. Inspection and approval is required for the planting layout prior to planting.

### 3.7 Estimated Planting Schedule

No later than 45 days prior to the estimated planting date, the Contractor shall submit an estimated planting schedule for approval. This estimated schedule shall include the planting shipping dates from the suppliers, plant delivery dates at the construction site, planting dates for each of the shipments, plant quantities and an estimate of the planting crew size. The use of multiple planting material shipping dates is acceptable.

### Arrival of Plant Material

Notice shall be given to the Contracting Officer not less than 72 hours before the plant material is to be on the project site. Inspections of the plant materials may then be made by the Contracting Officer.

### 3.8 Quantities and Qualities

A list of the quantities of each species installed in each of the planting blocks or areas shall be submitted with the plans. Any deviations from the original layout plans, including approved substitutions shall be clearly marked and documented.

### 3.9 Plant Handling

3.9.1 To avoid salt shock to the stock, all stock shall be acclimated to the local salinity concentration before planting start. Acclimation shall be described as growing at the prescribed salinity concentrations for a minimum period of two (2) weeks prior to the shipment of the stock to the construction site. Growers should be aware that the acclimatization of the stock may take several weeks.

The contractor shall be responsible for collecting salinity information from Joseph Medwick Park. The contractor shall install 3 salinity gages to monitor salinity at Joseph Medwick Park. The first gage shall be installed at the downstream end of the Rahway River adjacent to Medwick Park. The second gage shall be installed at the upstream end of the Rahway River adjacent to Medwick Park. The third and final gage shall be installed in the eastern most existing channel in the project site 10 feet from the Rahway River. The gages shall be installed for a period of 3 months, during construction and before planting start. Gages shall be installed at low tide to insure the gage will remain wet during the low tide cycle. Salinity readings shall occur every 30 minutes. Data from the gages shall be downloaded once a month to insure the gage is working properly. If a gage is not working properly the contractor will be responsible for replacing it with a new gage for the same time period. Salinity readings shall be in parts per thousand (ppt). The data shall be given to the COR on site.

3.9.2 All planting shall be performed by personnel familiar with planting procedures under the supervision of a qualified planting foreman, and in accordance with the Drawings and Specifications. Rollers, bulldozers, trucks or any other heavy equipment shall not be permitted to pass over underground utilities, heating and electric conduits, etc. All trench or grade stakes set by others shall be maintained until their removal is

approved by the Contracting Officer. The furnishing and planting of any plant materials shall be interpreted to include: excavating, the digging of holes, provision of soil planting mixture, sand, mulch, fertilizer and lime, (if recommended by the proper Agricultural Agent, State Laboratory and/or Contracting Officer, after tests of a typical loam sample), furnishing at the proper time of the year a plant of the specified size with its roots in the specified manner, the labor of planting, pruning, watering, spraying, maintaining, replacing, guaranteeing and all other necessary incidental work in accordance with the Plans and Specifications to the satisfaction of the Contracting Officer. All plants shall be inspected and approved at the site by the Contracting Officer before excavation and planting. Rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost to the government.

3.9.3 Planting pits, beds and areas shall have pits dug and soil prepared prior to moving plant materials to the sites whenever possible, to expedite planting upon delivery, to ensure protection from drying elements and physical damage. Circular pits shall be excavated for all plants except for hedges and plant materials specifically designated to be planted in beds. Planting pits, beds and areas shall be excavated with vertical sides and flat bottoms to the shapes, areas and depths shown on the Drawings or as specified, backfilled with planting mixture (topsoil), and compacted in the area directly beneath the plant. Proper drainage is required and subsoil conditions retaining water in planting pits shall be corrected as directed by the Contracting Officer. Planting pits, beds and areas shall have all large stones, wood, brick and foreign matter removed before backfilling.

3.9.4 All planting shall be performed by personnel familiar with the accepted procedure of planting and under the constant supervision of a qualified planting foreman.

3.9.5 All planting is to be done as shown on drawings and as specified herein and in strict accordance with standard horticultural practices.

3.9.6 Shrub pits shall be at least two times wider than the spread of the root systems. Shrub pits shall be over-dug and refilled so that upon placement in the hole, the top of root ball is level with surrounding soils.

### 3.10 ANTI-DESICCANT

Immediately after planting, all plants except coniferous evergreens shall be sprayed with an anti-desiccant, using an approved power sprayer for applying an adequate film over trunks, branches, twigs and foliage. Anti-desiccants shall be used in accordance with the manufacturer's directives and as amended by the Contracting Officer.

### 3.11 PLANT PROTECTION

#### 3.11.1 Minimization of Vegetation Loss

Temporary easement areas, for the purpose of equipment access shall be clearly defined and enclosed by snow fence to prevent vegetation loss beyond its boundaries. Existing trees and shrubbery that are to be preserved are to be barricaded in a manner to afford effective protection during planting operations.

Snow fence shall be placed around specimen trees at a distance of not less than five (5) feet from the trunk. Specimen trees (those with diameter at breast height (DBH) equal to 20" or better will be identified and flagged by the Contracting Officer in the strip of elevations 5.0 to 7.0; or supra-tidal planting zone. Branches overhanging the snow fence shall be pruned back to the nearest structural branch. Removal of specimen trees, if incompatible with construction functions, will take place only after approval by the Contracting Officer. All possible alternatives shall be explored prior to removal of specimen trees.

### 3.11.2 Protection of Plant Material Prior to Planting

All plants roots and earth balls shall be kept in a moist condition and shall be thoroughly protected at all times from sun and drying winds. Plant materials shall be promptly planted upon arrival to the site, and if storage is necessary, the following procedures shall be followed at once:

Container grown plants shall be heeled in by setting in the ground in a protected location and covered with moist soil or mulch to the top of the root systems. Plants shall be watered and maintained as necessary until planting.

### 3.12 INSTALLATION OF Plants

#### 1. Setting Plants:

a. Container-grown plants shall be handled and moved only by the ball or container. Unless otherwise indicated, plants shall be placed in the center of pits. Plants shall be set plumb and held in position until sufficient soil has been firmly placed around roots or ball. Planting shall be to such a depth that the finish grade level of the plant, after settlement, shall be the same at which the plant previously grew. Plant material shall be spaced as indicated on the Drawings. Plants shall be faced to give best appearance or relationship to adjacent structures. Fertilizer in tablet form shall be placed in accordance with the manufacturer's specifications.

b. Container-grown stock shall be removed from containers without damaging plant or root system. Planting shall be completed as specified for balled or burlapped plants.

Prior to excavation of planting areas or plant pits, or to driving or placing of stakes, the Contractor shall ascertain the location of all electric cables, conduits, utility lines and supply lines, so that proper precautions shall be taken not to disturb or damage any sub-surface improvements. If any are encountered, the Contractor shall promptly notify in writing, the Contracting Officer, who shall arrange to relocate the plant material. Damage to utility lines shall be repaired at the Contractor's expense at no additional cost to the Government.

Remove all miscellaneous debris below the ground surface and dispose of according to the specifications. If ledges, stones, boulders, foundations or other obstructions are encountered and cannot be broken and removed by hand in the course of digging plant pits of the specified size, the Contractor shall promptly notify the Contracting Officer, who may designate other locations for the plant materials. Where locations cannot be changed,

obstructions shall be removed to a depth of not less than one (1) foot below the required pit depth.

### 3.13 PLANTING WINDOW

Herbaceous plant material may be installed during the spring planting window, between April 15 and June 30. Woody plant material may be installed during the spring and/or fall planting window, September 15 to October 30.

### 3.14 WATERING

Plants shall be flooded with water twice within the first twenty-four (24) hours after planting. The water shall reach the level of maximum root depth. Thereafter water all plant materials slowly until the root area is thoroughly soaked as many times as seasonable conditions require during the maintenance period.

### 3.15 PRUNING

1. Pruning shall not be done before delivery of plants, but only upon completion of planting operations, and according to standard horticultural practices. All pruning shall be done under the Engineer's supervision using only clean, sharp tools. Pruning shall be limited to the minimum necessary to remove dead wood, suckers, broken or injured twigs and branches, rubbing or crossing limbs and superfluous growth next to trees or shrubs, to admit sunlight and air circulation and to compensate for loss of roots during transplanting. All cuts shall be made flush, leaving no stubs. When branches are cut back, cuts shall be made close to a bud. Central leaders, main limbs or trunks shall not be cut back.

2. Pruning shall never exceed one third (1/3) of the branching structure, and shall be done in such a manner as not to change the natural character or shape of the plant, unless otherwise directed by the Contracting Officer. On all cuts over three quarters inch (3/4") in diameter, and in the case of bruises and scars, the injured cambium shall be traced to living tissues and removed, wounds shall be smoothed so as not to retain water, and the treated area(s) shall be promptly coated with an approved tree wound compound, all exposed living tissues being covered.

CLEAN-UP: Each site shall be maintained in a neat, clean, presentable and safe condition throughout the progress of work until the final acceptance. Upon completion of planting and landscaping, excess soils, debris, materials, rubbish, stones, wood forms and other refuse not previously cleaned up shall be removed from the site and promptly disposed of as directed by the Contracting Officer. The site shall be left in a safe, clean, presentable condition with all traces of work removed to the satisfaction of the Contracting Officer.

### 3.16 MAINTENANCE, GUARANTEE AND REPLACEMENTS:

#### 3.16.1.1 Maintenance

The contractor shall be held responsible for the maintenance of all work and parts thereof, prior to the final acceptance of the Contract. Maintenance shall begin immediately after each plant material is planted, and shall continue in accordance with the following requirements through the guarantee period.

#### 3.16.1.2 General

Planting areas and plant materials shall be protected at all times against damage for the duration of the maintenance period. Any plant material damaged or injured, shall be treated or replaced at no additional cost to the Government. Work shall not be done within, adjacent to, or over any plant or planting areas without proper protection to plant materials. Damage to planting areas or plant materials during the maintenance period shall be the Contractor's responsibility and shall be promptly repaired.

#### 3.16.1.3 New Planting

New planting shall be protected and maintained from time of inspection and shall continue until Final Acceptance unless otherwise specified. Maintenance shall include watering, weeding, cultivating, mulching, spraying, pruning, removing dead materials, replacing dead plants during the specified planting season, resetting plants to proper grade or upright position, restoring planting saucers, and other necessary horticultural operations that may be required for the proper growth of all plant materials. Dead plant material shall be removed and dead branches pruned as soon as they appear.

#### 3.16.1.4 Invasives Control

During the maintenance period and until Final Acceptance the Contractor shall do all mechanical weed removal and seasonal spraying as necessary to keep plant materials free from invasive vegetation, insects and diseases. The Contractor shall furnish all materials and equipment and use all spray materials with extreme caution in regard to safety and health. Caution and instructions for spray materials shall be carefully read and observed.

During the maintenance period, the Contractor shall perform twice-yearly (May and August) removal of invasive vegetation (i.e. *Phalaris arudinacea* (Reed canary grass), *Phragmites australis* (Common reed grass), *Typha latifolia* (Broad-leaved cattail), *Typha angustifolia* (Narrowed-leaved cattail), *Lythrum salicaria* (Purple loosestrife), *Ailanthis altissima* (Tree-of-Heaven), *Berberis thunbergii* (Japanese barberry), *Berberis vulgaris* (Common barberry), *Elagnus angustifolia* (Russian olive), *Eleagnus umbellata* (Autumn olive), *Ligustrum obtusifolium* (Japanese privet), *Ligustrum vulgare* (Common privet) and *Rosa multiflora* (Multiflora rose). and debris. All other vegetation shall remain undisturbed.

Mechanical weed removal shall consist of the removal of stems and rhizomes. Should invasives cover 5% or more of the site herbicide shall be applied.

The Contractor shall be responsible for bi-annual herbicide application during the guarantee period should phragmites re-invade the site. Applications to herbaceous invasives shall consist of a glyphosate based herbicide with a non-ionic surfactant. Applications to woody invasives shall consist of spraying the cut stump with a product containing Triclopyr. All herbicides shall be applied by hand painting, back-pack sprayer or other controlled means to prevent damage to desirable planted vegetation.

The Project Botanist/Biologist shall inspect the wetland post-construction for the presence of invasive vegetation (i.e. *Phalaris arudinacea* (Reed canary grass), *Phragmites australis* (Common reed grass), *Typha latifolia*

(Broad-leaved cattail), *Typha angustifolia* (Narrowed-leaved cattail), *Lythrum salicaria* (Purple loosestrife), *Ailanthus altissima* (Tree-of-Heaven), *Berberis thunbergii* (Japanese barberry), *Berberis vulgaris* (Common barberry), *Elagnus angustifolia* (Russian olive), *Eleagnus umbellata* (Autumn olive), *Ligustrum obtusifolium* (Japanese privet), *Ligustrum vulgare* (Common privet) and *Rosa multiflora* (Multiflora rose). The Contractor shall be responsible for the mechanical removal of any of the above invasives on a regular basis.

Insecticides, fungicides and their containers shall not be left within reach of children or animals and all spray wastes and containers shall be removed immediately from the site. Sprays and drippings shall promptly be washed clean from all surfaces not intended for application.

Sprays shall be furnished and applied thoroughly, with assurance that recommended rates of the correct chemicals are used at proper time in the prescribed manner, for the complete eradication and control of disease and insects. All spraying shall be done at times when wind does not exceed a velocity of five (5) miles per hour.

Limits of pesticide application shall be flagged and identified in accordance with all Federal, State and local requirements.

Responsibility for Maintenance: The Contractor's responsibility for maintenance shall cease at the time of Final Acceptance, provided all plant materials and related items are in satisfactory condition.

### 3.16.2 Replacements

1. All plant materials under this Contract that are unsightly, unhealthy, dead, excessively pruned, lost their natural shape due to dead branches, or not in a vigorous, thriving condition, as determined by the Contracting Officer, during and at the end of the guarantee period, shall be removed promptly from the site. These, and any other plants missing due to the Contractor's negligence, shall be replaced and/or added as conditions permit, during the normal planting season(s). If any questions arise regarding the condition and satisfactory establishment of a rejected plant, the Contractor may elect to allow such a plant to remain through another complete growing season, at which time the rejected plant, if found to be dead, in an unhealthy or badly impaired condition, shall be replaced. Replanted material shall be given a six (6) month guarantee, beginning at the time of preliminary acceptance of the replanted material.

2. Replacements shall consist of plant materials of the same kind and size specified on the Plant List selected in the field by the Contracting Officer prior to digging and subject to all requirements in these Specifications. Replacements shall be made at the Contractor's expense.

3. The Contractor shall be liable for any damage to property including grass areas, pavements, curbs, etc., caused by replacement operations, and he shall without additional charge, restore to their original conditions all areas, and construction disturbed or damaged by him in pursuing the work of this Contract to the satisfaction of the Contracting Officer.

#### 4. Payment for Replacements

A sum sufficient to cover the estimated cost of possible replacements including material and labor shall be retained by the Owner until the end of

the guarantee period, and shall be paid to the Contractor only after all replacements have been made and approved in writing by the Contracting Officer. Replacements shall be made as many times as necessary during the guarantee period in order to secure healthy plant materials.

### 3.17 INSPECTION AND ACCEPTANCE

1. General: Written notices requesting all inspections shall be submitted to the Contracting Officer at least five (5) days prior to the anticipated inspection dates. All planting and landscaping in this Contract shall be found in a clean, presentable appearance, at time of Inspections.

2. Preliminary Inspection: The Contractor shall offer for acceptance the entire project or a complete, readily defined area, if approved by the Contracting Officer. Preliminary inspection of work under this Section shall be made by the Contracting Officer upon completion of all work included herein, exclusive of maintenance and possible replacement of plant materials subject to guarantee.

#### 3. Initial Acceptance

The plant material will be evaluated for acceptance thirty (30) days after all the following have been completed or satisfies:

- a. The plant material has been satisfactorily installed.
- b. The wetland systems have been identified at an elevation directed by the Contracting Officer
- c. All specified fencing has been installed adjacent to the planting area and accepted.
- d. Invasive material within the planting area has been mechanically removed
- e. Herbivory exclusion systems have been put into place

After inspection, the Contractor shall be notified in writing by the Contracting Officer or COR of acceptance in whole or in part of the work, exclusive of maintenance and possible replacement of plants subject to guarantee or if there are any deficiencies or requirements for completion of work. Plants noted to be in a healthy, flourishing condition of active growth at the time of preliminary inspection shall receive preliminary acceptance and a written notice shall be given to the Contractor stating that the guarantee period shall begin. Dead or missing plants, or those whose growth are not considered satisfactory to the Contracting Officer shall be noted. Dead plants shall be removed immediately and these and others omitted or lost through the Contractor's negligence shall be replaced as soon as possible during an accepted planting season.

4. Inspection & Acceptance at the End of the Guarantee Period: After the maintenance and guarantee period, and upon written application by the Contractor, the Contracting Officer shall make a final inspection of all work to determine the final acceptability of completed work. Any dead or missing plant materials shall be replaced during the next planting season. Plants whose conditions are questionable shall also be replaced except where, in the opinion of the Contracting Officer, it is advisable to extend the guarantee period another full growing season, at which time another inspection shall be made to determine acceptance or rejection. If a substantial number of plant materials are unsatisfactory or dead at the time of inspection, acceptance shall not be granted and the Contractor's responsibility for maintenance of

all plant materials shall be extended until replacements are made with the remaining work subject to re-inspection before acceptance. Replacements shall conform in all respects to the Specifications, and shall be planted in the same manner as the originally planted material; guarantee period of replacement plants shall be six (6) months.

#### 5. Acceptance Period

The period shall begin at the time of initial acceptance of the planting. At the end of the guarantee period of one years, and two full growing seasons, areas that do not exhibit either 85% cover or 85% survival of the stock shall be replanted at no cost to the Government. Specimens selected for replanting shall be determined by the Contracting Officer. The plantings shall be of a density to comply with those shown on the plans.

During the acceptance period, the Contractor shall be responsible for ensuring that all supra-tidal planting areas shall be kept moist as appropriate to new plantings.

#### 4 QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for operation under this section to assure compliance with contract requirements and record his inspections under this system, including but not limited to the following:

- a. Quality of shrubs and trees
- b. Plant storage
- c. Planting procedures
- d. Quality of fertilizer
- e. Fertilizer operations
- f. Plant replacement
- g. Herbivory Exclusion System
- h. Invasives Eradication

The Contractor shall provide copy of the record of inspections, as well as records of corrective action taken to the Contracting Officer.

--End Section----



## SECTION 02915

### WETLAND PLANT MATERIAL

PAYMENT ITEM NO.0019 WETLAND PLANT MATERIAL "SPARTINA ALTERNIFLORA".

#### PART 1 GENERAL

##### 1.1 SCOPE OF WORK

Under this Item, the Contractor shall dig all planting holes and shall furnish, plant, weed, fertilize, maintain and replace all Wetland Plant Material specified in the following plant schedule, in accordance with the plans and specifications, or as directed by the Contracting Officer or Contracting Officer Representative (COR).

The Contractor shall be liable for any damages to property caused by planting operations, and all areas and construction disturbed shall be restored to their original conditions, to the satisfaction of the Contracting Officer Representative.

##### 1.2 MEASUREMENT AND PAYMENT

The quantity of Wetland Plant Material to be paid for under these Items shall be the number of pots of wetland plants of indicated size planted and maintained, in accordance with the plans and specifications, to the satisfaction of the Contracting Officer Representative.

The price bid shall be a unit price per EACH pot of wetland plant, of each size, as specified in the Plant Schedule, and shall include the cost of furnishing plants, inspecting, planting, watering, replacing, and maintaining all plant material and all work incidental thereto, in accordance with the plans and specifications, to the satisfaction of the Contracting Officer Representative.

Waterfowl Barrier, Silt Fence and excavation other than for planting holes, where called for in the plans or details, shall be paid under their respective Items.

The price of water, regardless of source, is deemed included in the unit price bid. No extra payment will be made for water coming from the Contractor's own source.

#### PART 2 PRODUCTS

##### 2.1 NAMES

A Synonymized Checklist of The Vascular Flora of the United States, Canada and Greenland: Volume II- The Biota of North America (Kartesz and Kartesz, University of North Carolina Press, 1980 or later) shall be the authority for the plant names.

Plant, size, and grading standards shall conform to those prepared by the American Standard for Nursery Stock ANSI Z60.1-2004, unless otherwise specified. No substitution shall be permitted, except with the written permission of the Contracting Officer Representative and consultation with the project biologist.

The Contractor shall purchase plants from a nursery source approved by the NRCS Plant Materials Center, Cape May, New Jersey. Should any of the specified plants be unavailable, or unsuitable in terms of size and quality of condition, the Contractor shall notify the Project Botanist, Rena Weichenberg, 917-790-8633 of a proposed substitute source.

No substitutions of specified plant species or sizes shall be accepted without prior written approval by the Contracting Officer.

Plants shall be nursery grown from seeds collected within New York or New Jersey. Plant materials may be obtained from outside the 100 mile radius only on an approved case-by-case basis. All specified plants shall have been grown in the same climatic zone as that of the planting site. All plants grown from seed collected outside of New York/New Jersey or grown at a nursery outside of New York/New Jersey shall be subject to prior written approval by the Contracting Officer.

Nursery sources that may be considered for acceptable plant material include, but are not limited to, the following:

Greenbelt Native Plant Center, Staten Island, 10134  
Pinelands Nursery, Columbus, NJ 08022  
H.R. Talmage Nursery, Riverhead, NY 11091

Within 30 days after Notice to Proceed, the Contractor shall provide a complete listing of proposed planting materials and their genetic origins to the Contracting Officer for review. If determined to be deficient, additional information shall be provided. The Contractor should be aware that more than one vendor may be required to obtain all the necessary plant materials. Within 60 days after approval, the Contractor shall forward draft purchase orders for all specified plant materials. Only after receiving written approval of the genetic origin of the source material, shall the Contractor initial procurement. The Contractor shall furnish complete information as to the location of all plants, from which he intends to supply. The Contracting Officer reserves the right to inspect, tag (seal) and approve all plants at the source of supply.

#### 2.3.1 Acclimation:

To avoid shock to the stock, all stock shall be acclimated to the exciting water concentration of the river. Acclimation shall be described as growing for a minimum period of two (2) weeks prior to the shipment of the stock to the construction site. Growers should be aware that the acclimatization of the stock may take several weeks.

## 2.4 QUALITY

Provide plants typical of their species or variety with normal densely developed stems and vigorous, fibrous root systems. Provide only healthy plants free from defects, disease, injury and all forms of harmful infestation; plants shall have fully developed form without voids.

All sprig material shall have a minimum above ground height of twelve (12) inches. Add the following to the end of the third paragraph: Undersized stock or material not conforming to the specifications, as solely determined by the Contracting Officer, after consultation with the Project Biologist may be rejected at the time of delivery, installation or acceptance without any compensation.

All plant materials shall be as specified in the plant list. If specified plant material is not obtainable; the Contractor shall submit proof of non-availability to the Contracting Officer.

The Contracting Officer may request to inspect plants at place of growth prior to delivery and planting for compliance with requirements for genus species, variety, size and quality.

The Contractor shall be responsible for all certificates of inspection of plant materials that may be required by Federal, State or other authorities to accompany each shipment of plants and on arrival; the certificate shall be filed with the Contracting Officer.

All plant materials shall be subject to tailgate inspection by the Contracting Officer upon arrival at the site, and shall be certified in writing upon each delivery to be in compliance with the conditions listed below. Delivery certificates shall be filed with the Contracting Officer.

All plants shall conform to the measurements specified in the plant list.

Plants shall be sound, healthy, vigorously growing specimens.

All plants shall be true to name.

Plants shall exhibit a form characteristic of their species.

Plants shall have a vigorous, fibrous root system and be well rooted through peat pot.

Plant foliage shall be free from chlorosis, yellowing, blemishes, sunscald, injuries, abrasions, damaged parts, or disfigurements.

Plants shall be free of diseases, parasites, eggs, and weeds.

Plants in flats or containers shall be stored in moist conditions while awaiting installation. They must never freeze or dryout.

## 2.6 PLANT MATERIALS

### Plant Materials

Plants shall be grown in 2" X 2" peat pots long enough for the root system to be well enough developed through the sides and bottom of the pots to prevent removal of the plant when submerged underwater. Plants that can be removed from the pots by holding the stem growth and gently pulling on the pot shall be rejected without compensation.

### *Spartina alterniflora*:

1. Plants shall be nursery grown in 2" x 2" peat pots supplied as available in the nursery trade. Plants shall be growing in plastic flats or trays from which the plugs can be removed in their entirety without damage to their roots or stems.
2. Plants shall be 12 inches minimum height with 4-6 stems per pot and well-rooted within the pot.

## 2.7 TEMPORARY HOLDING POOLS

All plant material shall be set in shade temporarily upon delivery to planting site. Wetland plants must not be stored on-site before planting for more than seven days. Plants stored on-site for more than seven days will be rejected.

If planting is delayed for more than 6 hours after delivery, the plants shall be further protected from desiccation, weather, herbivores and mechanical damage. Roots shall be kept moist by placing flats of peat pots in a temporary holding area of fresh, standing water. A temporary holding pool may be constructed on a level grade so as to provide an even depth of water over the bottom of pool. A temporary holding pool shall be framed out of 2"x 4" boards bolted together to form a rectangle and lined with plastic plastic sheeting to maintain a water depth of between one - two inches. All areas used for temporary storage of wetland plants must be enclosed with 4 ft. orange safety construction fencing to prevent grazing by waterfowl. Water shall be necessary only for plants that are temporarily stored in holding pools. After installation, wetland plants will be watered naturally by diurnal tides.

## PART 3 EXECUTION

### 3.1.1 Time of Planting

Unless otherwise directed by the Contracting Officer, wetland plant material shall be installed as soon as greenhouse or nursery plants are of acceptable size, hardened off and acceptable quality between April 15th and June 15th. Fall planting of wetland plants shall be unacceptable.

No later than forty five (45) days prior to the estimated planting date the Contractor shall submit to the Contracting Officer and two (2) copies of an Estimated Planting Schedule for review by the Project Biologist and Contracting Officer. The estimated schedule shall include plant shipping dates, designated delivery point, planting dates for each shipment, and an estimate of planting crew size. After plant delivery all plants shall be installed within forty -eight hours. -The schedule shall be subject to approval by the Contracting Officer upon consultation with the Project Biologist.

### 3.1.2 Fine Grading in Wetland

The Contractor shall be responsible for fine grading the surface to a reasonably smooth finish, at least one full diurnal tidal cycle or two (2) weeks prior to planting. Tides shall be allowed to wash over the area for a minimum period of two weeks. Any areas that do not remain at their proper grade shall be restored to the proper grade prior to wetland planting operations. All wrack and debris that has collected in the planting area prior to and during planting shall be thoroughly removed and disposed of off-site. The planting area shall be raked clean and smooth.

#### 3.1.2.1 Soil Testing:

Composite samples taken to a depth of eight inches from six to eight locations shall be submitted to a State agricultural laboratory or commercial laboratory for soluble salts and Ph testing. All laboratory results shall be forwarded to the Contracting Officer. If the soluble salts are less than 16,000 mmhos/cm or exceed 60,000 mmhos/cm or the Ph is lower than 5.0 or higher than 8.0 the Contractor shall inform the Contracting Officer.

### 3.1.3 Planting

Wetland plants shall be planted in existing substrate or clean sand fill as indicated in the contract drawings. Spacing of *Spartina alterniflora* peat pots shall be 18" on center unless otherwise indicated. Other plant species are to be spaced as indicated above and the plan drawings. Plants shall be planted at specific elevations as indicated on the drawings. Planting zone elevations shall be flagged and approved by the Contracting Officer prior to installing waterfowl barrier and beginning planting. The Contractor shall schedule his crew to take tidal cycles into consideration and all planting shall be done "in the dry", that is while the tide is below the work elevation. Holes shall not be dug while soil is in a soupy, saturated state.

If *Phragmites australis* (common reed) shoots have emerged within the planting area between final grading and planting, they are to be removed mechanically prior to planting. Mechanical methods include hand pulling or cutting shoots to within 2 inches of the final grade. Mechanical removal may be done using equipment such as a brush

cutter, string trimmer or weed whacker. Lawn mowers or tractors are unacceptable as heavy equipment may disturb final grading.

Waterfowl Barrier shall be installed prior to planting in coordination with Wetland Plant Material at the direction of the Contracting Officer and according to specifications for that item. Installation of waterfowl barrier must be timed to ensure that no planting area is open to grazing by herbivores, specifically Canada Geese. It is acceptable to install the waterfowl barrier in stages or cells as planting progresses as long as it is installed to enclose the area prior to planting.

*Spartina alterniflora* planting holes shall be dug 4-6" inches deep and approximately 2 inches in diameter. Other species shall be planted in holes dug so that the surface of the soil in the pot is level with the final grade on-site. It is critical that planting holes be the specified depth, especially in sandy conditions, in order to prevent newly planted peat pots from washing out during tides. Planting holes shall be free of air pockets and peat pot shall make contact with the bottom of the planting hole. Recommended equipment for making planting holes include the one-man Red Max gas powered auger with 2" x 30" auger bits or planting bars with 3 inch wide blades. Equipment shall have handles of a length to allow the laborer to stand erect while making planting holes.

#### 3.1.3.1 Fertilization

Each planting hole shall receive, one 28 grams of Osmocote 18-6-12 Fast Start / 3-4 month Time Release Fertilizer or approved other as specified under the item for Time Release Fertilizer. Fertilizer shall be measured in a one 28 gram container and placed in the bottom of the planting hole as indicated in the contract drawings.

All planting holes shall be firmly backfilled by hand with existing planting substrate. Care must be taken to not crush or damage peat pots or stems. It is unacceptable to step on planting holes to backfill.

Upon completion of planting, the Contractor shall remove all debris, waste material, and temporary holding pools resulting from the planting operation and dispose of them off-site. The affected areas shall be raked and cleaned as necessary and as directed by the Contracting Officer.

### 3.2 MAINTENANCE

The maintenance period of wetland planting areas is to last for a minimum of one (1) year from the final acceptance of wetland plant material planting, and include at least two (2) growing seasons. The growing season shall be defined as the period from April 1st to August 31st. During the maintenance period, the Contractor shall perform twice-yearly (May and August) removal of invasive vegetation (i.e. *Phalaris arundinacea* (Reed canary grass), *Phragmites australis* (Common reed grass), *Typha latifolia* (Broad-leaved cattail), *Typha angustifolia* (Narrowed-leaved cattail), *Lythrum salicaria* (Purple loosestrife), *Ailanthis altissima* (Tree-of-Heaven), *Berberis thunbergii* (Japanese barberry), *Berberis*

vulgaris (Common barberry), *Elagnus angustifolia* (Russian olive), *Eleagnus umbellata* (Autumn olive), *Ligustrum obtusifolium* (Japanese privet), *Ligustrum vulgare* (Common privet) and *Rosa multiflora* (Multiflora rose). and debris. All other vegetation shall remain undisturbed.

*Phragmites australis* (common reed) removal, shall be removed by mechanical means if the invasive covers under 5% of the site. The Contracting Officer, upon consultation with the Project Biologist shall determine the extent of phragmites invasion during the August removal period. Should phragmites exceed 5% cover of any quadrant examined, the Contractor shall be responsible for herbicide application, as per Section 02911, Paragraph 3.16.1.4, Invasives Control. All other vegetation shall remain undisturbed.

Installed plants that are damaged or destroyed by maintenance operations must be replaced by the Contractor at no extra cost to the Government.

### 3.3 REPLACEMENT

The Contractor shall replace, in accordance with the contract plans and specifications, any plants in an area where a healthy stand of wetland plants is not established, or, in the opinion of the Contracting Officer, in an unhealthy condition, during and at the end of the guarantee period (by the date of one (1) years and two full growing seasons after the final acceptance and completion of the whole work of this contract). These, and any other plants missing due to the Contractor's negligence, shall be replaced and/or added as conditions permit, during the normal planting season(s). If any questions arise regarding the condition and satisfactory establishment of a rejected plant, the Contractor may elect to allow such a plant to remain through another complete growing season, at which time the rejected plant, if found to be dead, in an unhealthy or badly impaired condition, shall be replaced. Replanted material shall be given a six (6) month guarantee, beginning at the time of preliminary acceptance of the replanted material. Replacements shall be made as many times as necessary during the guarantee period in order to secure healthy plant materials. The cost of replacement shall be included in the unit prices for the various items of the contract.

The Contractor shall not be responsible for the cost of replacement due to ice shearing or smothering by wrack and debris.

Where vandalism or natural gas conditions are agreed by the Contracting Officer as the cause of replacement, the Contractor shall not be responsible for replacement during the two year guarantee period after final acceptance.

Where plant material has been deemed vandalized during the guarantee period, the Contractor shall remove vandalized plant material. Earth will be leveled at the direction of the Contracting Officer to eliminate any hazardous conditions.